

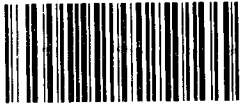
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OFFICE OF ASSISTANT REGISTRAR  
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/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR



Return by: Mail [ ] Pickup [XX] To:

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Total Pages: 138

TITLE OF DOCUMENT:

AMENDMENT AND FOURTH RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF VILLAGES OF KAPOLEI

PARTY TO DOCUMENT:

VILLAGES OF KAPOLEI ASSOCIATION

PROPERTY DESCRIPTION:

\* Villages of Kapolei Association

AMENDMENT AND FOURTH RESTATED OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF VILLAGES OF KAPOLEI

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei ("DCC&R") dated July 26, 1990, was recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. 1752834 and duly noted on Transfer Certificate of Title No. 375,758;

WHEREAS, the other Transfer Certificates of Title affected by this amendment are set forth in Exhibit "3A" attached hereto;

WHEREAS, said DCC&R has been amended by instruments recorded in the Land Court as Document Nos. 2199063, 2238460, and 2620834;

WHEREAS, Article IX, Section 9.01(b) of said DCC&R provides that the DCC&R may be amended by the affirmative vote of not less than seventy-five (75%) of the total number of each class of members of the Villages of Kapolei Association (sometimes referred to as "Association") present at a meeting duly called and held for such purpose;

WHEREAS, at the September 16, 2015, adjournment of the Association's 2015 annual meeting, more than seventy-five percent (75%) of the total number of each class of Association members present, in person or by proxy, at the meeting voted to amend the DCC&R as hereinafter set forth;

WHEREAS, Article IX, Section 9.01(b) of the DCC&R permits the Association to restate its DCC&R in order to incorporate the text of amendments into a restated version of the DCC&R;

WHEREAS, Article IX, Section 9.01(b) of the DCC&R provides that in restating the DCC&R, the Board may correct any misnumbering of provisions. Said Article IX, Section 9.01(b) of the DCC&R as amended and shown below also provides that in restating the DCC&R, the Board may correct any typographical or grammatical errors and may add diacritical marks, such as an 'okina or kahakō, in words where it determines it appropriate to do so.

WHEREAS, Hawai'i Revised Statutes, Section 421J-7.5 permits the Association, by a resolution adopted by its Board, to restate the DCC&R to include amendments to the DCC&R;

WHEREAS, in accordance with Article IX, Section 9.01(b) of the DCC&R and Hawai'i Revised Statutes, Section 421J-7.5, the Association's Board of Directors has adopted a resolution authorizing the restatement of the DCC&R which shall include the amendments to the DCC&R. Said DCC&R shall be restated as set forth in Exhibit "1A" attached hereto. The restated DCC&R incorporates all past amendments of the DCC&R, including those set forth below and those set forth in Document Nos. 2199063, 2238460, and 2620834, as amended.

WHEREAS, the Hawaii Housing Finance & Development Corporation has consented to said amendments as is evidenced by the consent instrument attached hereto as Exhibit "2A."

NOW, THEREFORE, in accordance with the vote taken at the September 16, 2015, adjourned annual meeting, the DCC&R is amended as set forth below and restated as set forth in Exhibit "1A" attached hereto:

**AMENDMENT NUMBER ONE:**

**The definition of "Annexing Declaration" in Article III, Section 3.01 is amended to read as follows:**

Annexing Declaration: This Declaration with respect to the Community Area described in Exhibit B, any Supplemental Declaration of Covenants, Conditions and Restrictions to this Declaration formally annexing additional Property or additional Community Area to the Property and Community Area subject to this Declaration, and any other document, however denominated, that meets the requirements of Article IV, Section 4.02 of this Declaration.

**AMENDMENT NUMBER TWO:**

**Article IV, Section 4.02 is amended to read as follows:**

4.02 Annexation of Property to the Community Area.

Declarant may annex portions of the Property not in the initial Community Area, without the consent of the Owners, upon satisfaction of the following requirements:

- (a) Declarant or a Developer is the owner in fee simple of the Property to be annexed;

(b) Declarant and the applicable Developer, if any, shall Record an Annexing Declaration, which may consist of one or more documents which, among other things, either:

(1) describes the portions of the Property which are to become a part of the Community Area;

(2) sets forth or refers to the Restrictions and to such other further limitations, restrictions, covenants and conditions which are to be applicable to such portions of the Property;

(3) declares that such portions of the Property are to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Restrictions;

(4) classifies such portions of the Property as Private Area, Commercial Area, Common Area or other special use areas pursuant to Section 5.01; and

(5) identifies the Developer of such portions of the Property, or

(6) the following shall apply in lieu of the subsections (b)(1) - (b)(5) above. A declaration of condominium property regime that (i) refers to the Restrictions; (ii) declares that the portion of the Property that is subject to the declaration of condominium property regime (hereinafter the "Condominium Property") is to be held, conveyed, encumbered, leased, occupied, and improved subject to the Restrictions; (iii) describes the land and Apartments in said condominium property regime; and (iv) identifies the Developer of the condominium property regime, shall satisfy the requirements of this Section 4.02(b) and shall be deemed to be an Annexing Declaration where no prior document qualifying as an Annexing Declaration has been recorded annexing the Condominium Property to the Community Area. Where a declaration of condominium property regime serves as an Annexing Declaration, then, unless otherwise designated in said declaration of condominium property regime, the Condominium Property shall be deemed a part of the Private Area and the entire Condominium Property shall be deemed a part of the Community Area. Each Apartment in the Condominium shall be deemed a Lot as provided in Article III, Section 3.01.

(b.1) Annexation of any portion of the Property not in the initial Community Area shall be effective as of the date an Annexing Declaration is Recorded annexing said portion of the Property to the Community Area, provided the other requirements of this Section 4.02 have also been satisfied.

(c) Declarant shall Record a Subdivision Map of the portions of the Property being annexed to the Community Area by such Annexing Declaration;

(d) Declarant may, but shall not be obligated to impose an annexation fee to be paid by a Developer in addition to the Initiation Assessment; and

(e) All portions of the Property to be annexed to the Community Area must be added by satisfaction of the foregoing requirements by no later than August 2, 2030.

(f) This Article IV, Section 4.02, as above written, including this subsection and subsections (a) - (e) above, and the definition of an Annexing Declaration found in Article III, Section 3.01 above shall be deemed effective as of August 3, 1990, the date this Declaration was first Recorded.

**AMENDMENT NUMBER THREE:**

**Article VII, Section 7.05(f) is amended to read as follows:**

(f) The Association, acting by and through its Board, may exchange, sell, convey, or otherwise dispose of, for cash or on such terms as the Board shall approve, any portion of the Common Area, with Improvements thereon, the retention of which property the Board has determined is no longer necessary, advantageous or beneficial for the Association; provided, however, that no such exchange, sale or other disposition of any real property shall be made without the affirmative vote at a meeting of the Association, duly called for such purpose, of not less than a two-thirds (2/3) interest of the Class A Members present at the meeting in person or by proxy. The notice for any such meeting shall describe the real property to be sold, exchanged, conveyed, or otherwise disposed of, the terms thereof, and shall give the reasons therefor. Any such sale, exchange, conveyance, or disposition of any Common Area shall be subject to an easement for ingress and egress in favor of any Lot which requires access through such Common Area. All proceeds, if any, of any sale, exchange, conveyance or disposition, less the expenses thereof, shall be invested by the Association in additional property acquired for the benefit of the Association, or in improving the properties of the Association.

Notwithstanding the foregoing or any other provision herein, the Association, acting by and through its Board, may purchase and sell real property that has not been classified as Common Area without a vote of the Association members. This includes, without limitation, the purchase of Lots at foreclosure auctions and on the open market and selling Lots so purchased by the Association, acting by and through its Board, upon such terms as the Board determines to be in the best interest of the Association. Any such real property purchased by the Association shall be held in the name of the Association.

Notwithstanding the foregoing, the Board shall have the right and authority to lease the Common Areas, Improvements thereon, and other real property owned by the Association or any portion thereof for any period of five years or less without the approval of the Owners. The Board shall not enter into any lease of the Common Areas, Improvements thereon, or any other real property owned by the Association, or any portion thereof with a term in excess of five years without the affirmative vote at a meeting of the Association, duly called and held for such purpose, of not less than two-thirds (2/3) interest of the Class A Association Members present at the meeting in person or by proxy.

In addition to the foregoing and notwithstanding the provisions of Article V, Section 5.04(d) above, the Board shall have the right and authority, in its discretion, to permit Owners and occupants to reserve portions of the Common Area, including, but not limited to, portions of the Recreation Facilities and the private parks, for limited periods of time for such uses and purposes as the Board shall determine appropriate from time to time, including, but not limited to, for parties, weddings, picnics, social events, and/or educational events. The Board may adopt reasonable rules, regulations, and policies regarding the reservation and use of the Common Area, including, but not limited to the Recreational Facilities and private parks, and may impose fees and other costs in connection with said reservations, provided the imposition of said fees and costs shall not cause the Association to become a corporation for profit under applicable tax laws. The Board shall adopt and publish in the Association's newsletter a schedule of fees for the use of the Common Area, including, but not limited to, the Recreational Facilities and private parks from time to time. Notwithstanding the foregoing, the right of the Board to permit Owners and occupants to reserve portions of the Common Area shall at all times be subject to any limitations and restrictions set forth in any recorded private park dedication agreement with the City & County of Honolulu affecting said Common Area.

So long as the Common Area owned by the Association is not used as security for payment, the Board shall have the authority, from time to time, without being required to obtain the approval of the Owners, to: 1) enter into leases for equipment or other similar transactions; 2) borrow funds; 3) mortgage real property owned by the Association (except real property classified as Common Area); and/or 4) establish a line of credit on a revolving account.

The Board may secure a loan or line of credit by a mortgage on the Common Area owned by the Association upon obtaining the affirmative vote of two thirds (2/3) of the Class A members who are present in person or by proxy at a meeting of the Association at which a quorum is present, duly called and held for such purpose.

**AMENDMENT NUMBER FOUR:**

**Article VIII, Section 8.06(a) is amended to read as follows:**

(a) Each assessment under this Article VIII shall be a separate distinct and personal debt and obligation of the Owner of the Lot against which the assessment is made; provided, however, that no Owner of a Lot shall have any personal liability for the payment of the debts and liabilities of the Association or for damage to any Common Area or any Lot not determined to be caused by such Owner. Each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed, is deemed to covenant and agree to pay such assessment to the Association. If the Owner does not pay any installment of such assessment or any other amount when due, the Owner shall be deemed in default. The amount of any unpaid assessment or other amount, together with the amount of any subsequent unpaid assessments or other amounts, including any unpaid late fee(s) imposed by the Board as set forth below, any unpaid interest at the maximum rate allowed by law, any unpaid fine(s), and any unpaid costs, including reasonable attorneys' fees, shall be and become an automatic lien upon the Lot or Lots of such Owner. Such lien shall be subordinate to the lien of any mortgage upon the Lot, provided said

mortgage lien is valid and is recorded prior to the Recordation of a notice of default or notice of lien by the Association; provided, however, that no mortgagee shall be required to collect any assessment on a Lot. The Lot Owner's failure to pay an assessment shall not be deemed or constitute a default under any Insured Mortgage. With respect to any assessment imposed against an Owner of a Lot upon which is situated an Apartment Building, the assessment shall be the personal debt and obligation of the Owner of said Lot and the lien of the Association shall be upon the Lot upon which the Apartment Building is situated and the improvements, including the Apartment Building, thereon.

**AMENDMENT NUMBER FIVE:**

**Article VIII, Section 8.06(b) is amended to read as follows:**

(b) The sale or transfer of any Lot in foreclosure of any such mortgage, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, shall extinguish the lien against the Lot as to payments of assessments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Lot or the purchaser or transferee from the obligation to pay prospective assessments nor shall such sale or transfer release the defaulting Owner from his/her obligation to pay sums due or preclude the Association from recovery of a judgment against said defaulting Owner for sums due and owing. In the case of a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid amounts assessed against the grantor or grantor's Lot for the grantor's share of assessments, and for any unpaid late fees, interest, costs, fines, attorneys' fees, and any other sums assessed by the Association, up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantor or grantee is, however, entitled to a statement from the Association setting forth the amounts due as against the grantor. The grantee is not liable for, and the Lot conveyed is not subject to a lien for, any unpaid amounts assessed by the Association against the grantor or the grantor's Lot in excess of the amount set forth in the statement, except as to the amount of any subsequently dishonored checks mentioned in such statement as having been received within the thirty-day period immediately preceding the date of such statement.

**AMENDMENT NUMBER SIX:**

**Article VIII, Section 8.06(c) is amended to read as follows:**

(c) The Association has an automatic lien, and may, in its discretion, Record a notice of default or notice of lien any time following the occurrence of a default. The Association may commence proceedings to enforce its lien at its discretion at any time upon default regardless of whether a written notice of default or notice of lien has been Recorded. The Association may foreclose its lien either by judicial or nonjudicial foreclosure, and the Association shall have the power and authority to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. The Association may also maintain a suit to recover a money judgment for unpaid assessments without foreclosing or waiving the lien on the Lot. The foregoing remedies shall be in addition to any other remedies provided by law or in equity for the enforcement of such assessment obligation.

**AMENDMENT NUMBER SEVEN:**

**Article VIII is amended by adding a new Section 8.06(g) to read as follows:**

(g) If an Owner rents or leases the Lot owned by the Owner and is in default for thirty days or more in the payment of the Lot's share of Maintenance Assessments (*i.e.*, Association dues), other assessments, and/or other sums due, including but not limited to, attorneys' fees, costs, late fees, interest, and fines, the Board, for as long as the default continues, may demand in writing and receive each month, or any other period of time for rental payment as provided in the lease, from any tenant occupying the Lot or rental agent renting the Lot, an amount sufficient to pay all sums due from the Owner to the Association, but the amount shall not exceed the tenant's rent due at the time of demand.

(1) Before taking any action under this subsection (g), the Board shall give to the delinquent Owner written notice of the Board's intent to collect the rent owed. The notice shall:

- (i) Be sent both by first-class and certified mail;
- (ii) Set forth the exact amount the Association claims is due and owing by the Owner; and
- (iii) Indicate the intent of the Board to collect such amount from the rent, along with any other amounts that become due and remain unpaid.

2. The Owner shall not take any retaliatory action against the tenant for payments made under this subsection (g).

3. The Board may not demand payment from the tenant pursuant to this section if:

- (i) A commissioner or receiver has been appointed to take charge of the Lot pending a mortgage foreclosure;
- (ii) A mortgagee is in possession of the Lot pending a mortgage foreclosure; or
- (iii) The tenant is served with a court order directing payment to a third party.

4. In the event of any conflict between this subsection (g) and any provision of Hawaii Revised Statutes, Chapter 521, the conflict shall be resolved in favor of this subsection (g); provided that if the tenant is entitled to an offset of rent under said Chapter 521, the tenant may deduct the offset from the amount due to the Association, up to the limits stated in said Chapter 521. Nothing herein shall preclude the Owner or tenant from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed.



**AMENDMENT NUMBER EIGHT:**

**Article VIII is amended by adding a new Section 8.06(h) to read as follows:**

(h) If the Owner of a Lot which is owner-occupied, fails to pay Maintenance Assessments, other assessments, and/or other sums due, including but not limited to, attorneys' fees, costs, late fees, interest, and fines, the Association, acting by and through its Board, may, after sixty days written notice to the Owner of nonpayment of the amounts due, terminate the delinquent Lot's access to the common areas, including without limitation the Recreation Center and parks, and cease supplying the delinquent Lot with any and all services normally supplied or paid for by the Association.

1. Any terminated services and privileges shall be restored upon payment of all delinquent amounts owed, but need not be restored until payment in full is received.

2. The actions authorized herein may be taken in conjunction with or as an alternative to foreclosure proceedings under Section 421J-10.5(a), Hawai'i Revised Statutes.

**AMENDMENT NUMBER NINE:**

**Article IX, Section 9.01(b) is amended to read as follows:**

(b) These Restrictions and the attached Design Guidelines may also be amended or repealed by the affirmative vote of Owners, in person or by proxy, representing: (i) not less than seventy-five percent (75%) of the total voting power of the Class A Association Members who are present in person or by proxy at a duly called and held meeting of the Association at which a quorum, as defined in this section, is present; and (ii) not less than seventy-five percent (75%) of the total voting power of the Class B Association Members who are present in person or by proxy at said duly called and held meeting of the Association at which a quorum, as defined in this section, is present. The presence of Owners, in person or by proxy, representing at least: (1) twenty-five percent (25%) of the voting power of the Class A Association Members or five hundred (500) Class A votes, whichever is less; and (2) twenty-five percent (25%) of the voting power of the Class B Association Members, so long as there are Class B Association Members, shall constitute a quorum for purposes of amending or repealing this Declaration. In the event that there are no Class B Association Members, subsection (ii) of the first sentence of this paragraph and subsection (2) of the second sentence of this paragraph as said provisions relate to Class B Association Members shall not be applicable to any amendment or repeal of this Declaration. The notice of such meeting shall state as a purpose the consideration of such amendment or repeal and shall include the text of the amendment(s) in substantially the form to be adopted or identification of the provisions to be repealed. The Board shall be authorized to restate the provisions of this Declaration from time to time to include the provisions of any amendments duly adopted in accordance with the provisions herein and/or any provisions contained in any supplemental and/or annexing Declarations filed in accordance with the provisions hereof. In restating this Declaration, the Board may correct any misnumbering of provisions and any typographical or grammatical errors in this Declaration or in any amendment to this Declaration. The Board may also add

diacritical marks, such as an ‘okina or kahakō, in words where it determines it appropriate to do so. The Board may Record said restated Declaration in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

In all other respects, the DCC&R, as amended, is hereby ratified and confirmed and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

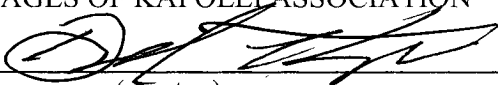
The foregoing amendments of the DCC&R have been incorporated into the Fourth Restated Declaration of Covenants, Conditions and Restrictions Villages of Kapolei (“Fourth Restated Declaration”) attached hereto as Exhibit “1A.” The Fourth Restated DCC&R correctly states all of the operative provisions of the original DCC&R, as amended. Pursuant to Hawai‘i Revised Statutes, Section 421J-7.5, the Fourth Restated DCC&R supersedes the original DCC&R and any relative amendments; provided, however, that in the event of any conflict, the Fourth Restated DCC&R shall be subordinate to the original DCC&R and any relative amendments.

The provisions of the DCC&R that have been amended are identified in the Endnotes attached to the end of this instrument.

The undersigned officers of the Association hereby certify that the foregoing amendments of the DCC&R were adopted by the requisite percentage of owners required by Article IX, Section 9.01(b) of the DCC&R at a duly called meeting of the Association.

IN WITNESS WHEREOF this instrument has been executed this 16<sup>th</sup> day of March, 2016.

VILLAGES OF KAPOLEI ASSOCIATION

By:   
(signature)


Typed Name: David Ketzenberger  
Its: President

By:   
(signature)

Typed Name: Moana Heu  
Its: Vice President

STATE OF HAWAI'I )  
 )  
CITY AND COUNTY OF HONOLULU ) SS:

On this 16<sup>th</sup> day of March, 2016, before me personally appeared David Ketzenberger, to me personally known, who, being by me duly sworn or affirmed, did say that he is the President of the Villages of Kapolei Association, a Hawai'i nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
(Signature)

**Claire Loo-Hoy**

(Print Name)

Notary Public, in and for the  
State of Hawai'i, residing at

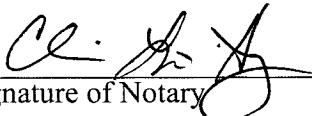
L.S.

91-1111 Kama'aha Lp, Kapolei, HI 96707  
My commission expires: 02/17/2018

**NOTARY CERTIFICATE**

Document Date: 03/16/2016  
Number of Pages of this amendment instrument (exclusive of exhibits and attachments): 12  
Number of total pages of document: 139  
Document Description: Amendment and Fourth Restated Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei  
Jurisdiction: First Judicial Circuit, State of Hawai'i

Printed Name of Notary: Claire Loo-Hoy

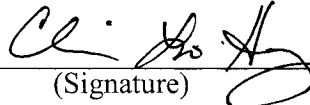
 03/16/2016  
Signature of Notary Date

(Official Stamp or Seal)

L.S.

STATE OF HAWAI'I )  
CITY AND COUNTY OF HONOLULU ) SS:

On this 16th day of March, 2016, before me personally appeared Moana Heu, to me personally known, who, being by me duly sworn or affirmed, did say that she is the Vice President of the Villages of Kapolei Association, a Hawai'i nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and she acknowledged said instrument to be the free act and deed of said corporation.

  
(Signature)

**Claire Loo-Hoy**

(Print Name)

Notary Public, in and for the  
State of Hawai'i, residing at

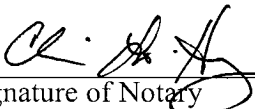
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Printed Name of Notary: **Claire Loo-Hoy**

 03/16/2016  
Signature of Notary Date

(Official Stamp or Seal)

L.S.

## EXHIBIT "1A"

### FOURTH RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

#### VILLAGES OF KAPOLEI

Attached is the Fourth Restated Declaration of Covenants, Conditions and Restrictions, Village of Kapolei ("Fourth Restated DCC&R"). The Fourth Restated DCC&R attached hereto restates the provisions of the Declaration of Covenants, Conditions and Restrictions [of] Villages of Kapolei ("DCC&R") recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i ("Land Court") as Document No. 1752834, as amended, including, but not limited to, the amendments set forth in the amendment instruments recorded in the Land Court as Document Nos. 2199063, 2238460, 2620834, and those adopted at the adjourned annual meeting of the Villages of Kapolei Association held on September 16, 2015. The Fourth Restated DCC&R shall be binding upon all owners (as defined in the DCC&R), all persons (as defined in the DCC&R) having any right, title, or interest in and to the community area or any lot (as defined in the DCC&R), and all other persons who are subject to and/or bound by the provisions of the DCC&R and shall inure to the benefit of the Declarant, the Association and each owner (as defined in the DCC&R) and their successors and permitted assigns.

The Fourth Restated DCC&R includes Exhibits "A" - "E" which were attached to the DCC&R recorded as Document No. 1752834 and Exhibit "1" which was attached to the first Restated Declaration of Covenants, Conditions and Restrictions recorded in the Land Court as Document No. 2199063. However, it **DOES NOT** include the provisions of any supplemental declarations and/or annexation documents filed and/or recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i affecting the property subject to said DCC&R, nor does it include any other exhibits, if any, attached to DCC&R. Said supplemental declarations and annexation documents and other exhibits, if any, attached to the DCC&R shall not be affected by the fact that they are not attached or made a part of the Fourth Restated DCC&R and shall remain in full force and effect.

The Fourth Restated DCC&R correctly states all of the operative provisions of the original DCC&R, as amended. Pursuant to Hawai'i Revised Statutes, Section 421J-7.5, the Fourth Restated DCC&R supersedes the original DCC&R and any relative amendments; provided, however, that in the event of any conflict, the Fourth Restated DCC&R shall be subordinate to the original DCC&R and any relative amendments.

The provisions of the DCC&R that have been amended are identified in the Endnotes attached to the end of this document.

**FOURTH RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**VILLAGES OF KAPOLEI**

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**FOURTH RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**VILLAGES OF KAPOLEI**

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS VILLAGES OF KAPOLEI, is made by HOUSING FINANCE AND DEVELOPMENT CORPORATION, a body corporate and politic of the State of Hawai'i (hereinafter called "Declarant"), whose principal place of business is Seven Waterfront Plaza, Suite 300, 500 Ala Moana Boulevard, Honolulu, Hawai'i 96813, and whose post office address is P. O. Box 29360, Honolulu, Hawai'i 96820-1760.

**I. RECITALS**

1.01            The Property.

Declarant is the owner in fee simple of that certain real property located in the District of Ewa, City and County of Honolulu, State of Hawai'i, more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Property").

1.02            The Community Area.

Declarant intends to develop or convey to Developers who will in turn develop portions of the Property (such portion to be developed hereinafter referred to as the "Community Area") with Residences, Commercial Lots, community facilities, employment centers, parks, open space areas and such other related and complimentary uses pursuant to the plan for a community development to be collectively named Villages of Kapolei (hereinafter referred to as "Villages of Kapolei"). The initial Community Area, an area being developed as a portion of "Village I," is more particularly described in Exhibit B attached hereto and incorporated herein. Other portions of the Property will be annexed to the Community Area pursuant to Article IV of this Declaration. The initial plan for Villages of Kapolei is more particularly described in Exhibit C attached hereto and incorporated herein.

1.03            Villages of Kapolei.

Villages of Kapolei will combine practical usefulness and economic benefit with aesthetic enjoyment in a complete town setting that will grow and intensify in its uses, densities and activities, year by year, resulting in the establishment of an urban community, specifically distinct from a uniform, detached suburban development.

1.04            Covenants, Conditions and Restrictions.

In order to enhance the orderly and proper development and use of the Property and the Community Area pursuant to the plan for Villages of Kapolei, to protect the value, desirability and attractiveness of Villages of Kapolei and to promote the quality of improvement and use of the Property and the Community Area as a whole, Declarant deems it necessary and appropriate to subject all of the Property and the Community Area to certain mutual covenants, conditions, and restrictions which will inure to the benefit of all present and future owners of the Property and the Community Area.

## II. DECLARATION

### 2.01 Declaration.

Declarant hereby declares that portions of the Property which comprise or have become annexed to the Community Area shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions and restrictions (hereinafter defined as the "Restrictions"), set forth in this Declaration, all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the Community Area. These covenants, conditions and restrictions shall create mutual equitable servitudes upon each Lot within the Community Area in favor of every other Lot (as hereinafter defined) within the Community Area and shall create reciprocal rights and obligations in, between and among all persons and/or entities having any right, title or interest in and to any Lot within the Property and the Community Area or any part thereof. In addition, said covenants, conditions and restrictions shall run with such portions of the Property comprising the Community Area and any Lot therein and shall be binding upon all parties having or acquired any right, title or interest in and to the Community Area or any Lot therein, and shall inure to the benefit of Declarant, the Association, each Owner (as hereinafter defined) and each successor in interest of such Owner.

## III. DEFINITIONS

### 3.01 Defined Terms.

Unless the context in the Restrictions otherwise specifies or requires, the terms defined in this Article III shall for all purposes of the Restrictions, have the meanings herein specified:

Annexing Declaration: This Declaration with respect to the Community Area described in Exhibit B, any Supplemental Declaration of Covenants, Conditions and Restrictions to this Declaration formally annexing additional Property or additional Community Area to the Property and Community Area subject to this Declaration, and any other document, however denominated, that meets the requirements of Article IV, Section 4.02 of this Declaration.

Apartment: An Apartment, as defined in Chapter 514A, Hawai'i Revised Statutes, intended to be used for residential purposes.

Apartment Building. A multifamily residential rental building situated on any Lot in the Private Area developed as such by Declarant or a Developer, including, but not limited to, the apartment building complexes located on Lots 8651 and 8653 in Village IV known as Kekuilani Gardens and the Courts, respectively. Each Rental Unit in an Apartment Building shall be deemed a separate Lot for purposes of the payment of assessments as provided in Article VIII. The voting rights of the owner of a Lot upon which an Apartment Building is situated shall be governed by Article VII herein. No Apartment Buildings shall be permitted on the Property, except those developed by Declarant or a Developer with the permission of Declarant. Any Apartment Building developed after the effective date of an amendment of this DCC&R incorporating this definition shall be defined as such in a Recorded Supplemental Declaration and/or Annexing Declaration and the number of Rental Units in each Apartment Building shall be expressly stated in said Recorded Supplemental Declaration and/or Annexing Declaration. No Apartment Building shall be constructed on more than one Lot, but more than one Apartment Building may be constructed on any single Lot.

Apartment Owner: The Owner of an Apartment.

Architect: A person registered to practice architecture, professional engineering or landscape architecture in the State of Hawai'i pursuant to Chapter 464, Hawai'i Revised Statutes, as amended, or pursuant to the laws of the state of his principal place of business.

Articles of Incorporation: The Articles of Incorporation of the Association duly filed with the Department of Commerce and Consumer Affairs of the State of Hawai'i, as the same may be amended from time to time.

Association: Villages of Kapolei Association, a Hawai'i nonprofit corporation to be organized pursuant to Article VII, and its successors and assigns.

Association Member: The meaning as defined in Section 7.02.

Board: The Board of Directors of the Association.

Bureau of Conveyances: The Bureau of Conveyances of the State of Hawai'i and the Office of the Assistant Registrar of the Land Court of the State of Hawai'i, as appropriate.

By-Laws: The By-Laws of the Association which By-Laws have been or shall be duly adopted by the Association, as the same may be amended from time to time.

Commercial Area: The portions of the Property which are planned for commercial use, or have been developed into Commercial Lots and which are or may be classified as such in an Annexing Declaration.

Commercial Lot: Each Lot created and improved in a Commercial Area; provided that if Declarant or a Developer is the developer and lessor or sublessor of Commercial Area, upon which Commercial Area a shopping center is constructed and commercial space is leased to multiple tenants, the entire Commercial Area including parking lots and exterior areas shall be a single Commercial Lot.

Common Area: The portions of the Community Area (including easements, drainage and flowage areas and open space areas) owned in fee or leasehold by the Association for the common use and for the benefit of the Owners, together with all of the Improvements constructed thereon from time to time, which Common Area shall not be considered a Lot.

Community Area: The portion of the Property described in Exhibit B together with and other portions of the Property which are to be or have been developed by Declarant or a Developer and are to be or have been annexed to the Community Area from time to time pursuant to Article IV (less any Property de-annexed therefrom), consisting of Private Areas, Commercial Areas, Common Areas and any other special use areas described in Exhibit C attached hereto or in an Annexing Declaration.

Condominium: A Condominium Property Regime as defined in Chapter 514A, Hawai'i Revised Statutes, as amended.

Cotenancy Area: Any portion of Private Area or a Commercial Area owned by more than one Owner or a Sub-Association to be used and maintained for multiple Owners, and any common area or limited common area as defined in a Sub-Declaration by such Owners or the members of the Sub-Association, including, without limitation, Roads, driveways, parks, open

spaces and any common area or limited common area as defined in a Sub-Declaration. A Cotenancy Area shall not be deemed a Lot. The interest of an Owner in a Cotenancy Area shall be deemed appurtenant to the Lot or Apartment owned by such Owner.

Declarant: Housing Finance and Development Corporation, a body corporate and politic of the State of Hawai'i, and its successors and assigns.

Declaration: This Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei.

Design Review Committee: The Design Review Committee created pursuant to Article VI of this Declaration.

Design Review Committee Rules: The rules adopted by the Design Review Committee pursuant to Section 6.03, which rules are subject to the Design Guidelines.

Design Guidelines: Those certain Design Guidelines set forth in Exhibit D attached hereto and incorporated herein, as amended by Declarant from time to time.

Developer: A Developer designated by Declarant to develop any Private Area or Commercial Area within the Community Area into Residences, Lots or Commercial Lots. There may be more than one Developer, and Declarant may act as a Developer. For purposes of the Community Area comprising Village I, the Developer shall be Oceanic Properties, Inc., a Hawai'i corporation.

Excavation: Any disturbance of the surface of land (except temporarily for planting) which results in removal of earth or rock for a depth of more than eighteen inches.

Family: (a) A husband and wife, together with his or her or their parents and children, all of whom shall be related by blood, marriage, or legal adoption, and domestic servants, maintaining a common household within a Residence; (b) one (1) or two (2) individuals, together with his or her or their respective parents, and children, all of which shall be related to such individuals by blood, marriage or legal adoption, and domestic servants, maintaining a common household within a Residence; or (c) a group of not more than four (4) individuals not constituting a Family as provided in (a) or (b) above, maintaining a common household within a Residence.

Fill: Any addition of rock or earth materials to the surface of the land which increases the previous elevation of such surface by more than eighteen inches.

Fiscal Year: The Fiscal year of the Association presently ending December 31 of each year.

Garage: A garage for a motor vehicle, including a carport or similar outbuilding appurtenant to a Residence, whether or not connected to the Residence.

Governmental Agency: Any department, division or agency of any federal, state or municipal governmental, except for Declarant, and any public or private utility.

HUD: The Federal Housing Administration of the U.S. Department of Housing and Urban Development, and any successor agency authorized by the federal government to insure loans secured by mortgages of residential real property.

Improvement: All buildings, outbuildings, grading, roads, drainage facilities, driveways, parking areas, loading areas, screening walls and barriers, fences, retaining walls, poles, signs, water lines, sewer facilities and pump stations, electrical and gas transmission and distribution facilities, irrigation facilities, hedges, windbreaks, plantings, planted trees and shrubs, ponds, exterior illumination, and all other structures, installations and landscaping of any type or kind, whether on, above or below the surface of the land.

Initiation Assessment: The fee assessed to each new Association Member pursuant to Section 8.02.

Insured Mortgage: A mortgage of a Lot securing a loan insured by HUD.

Lot: Any residential Lot within the Private Area designated for residential use on a subdivision map; any Apartment in a Condominium within the Private Area; or a Commercial Lot within the Commercial Area. Upon the subdivision or consolidation of any Lots pursuant to Section 9.04, a Lot shall include each Lot, parcel, Apartment or Commercial Lot into which such Lots have been so subdivided or consolidated. With regard to any Apartment Building, the residential Lot upon which the Apartment Building is situated shall be considered a Lot. For purposes of the payment of assessments under Article VIII and voting under Article VII, each Rental Unit shall be considered a separate Lot.

Main Collector Street: Kumuiki Street in Village I and any other street identified as a Main Collector Street in an Annexing Declaration.

Maintenance Assessment: Any monthly or periodic fee assessed to an Association Member pursuant to Section 8.03.

Manager: The person or corporation appointed to manage the Community Area, pursuant to Section 7.05.

Member: A Member of the Design Review Committee appointed pursuant to Section 6.01. The term "Member" shall include the Architect Member and the non-architect members of the Design Review Committee.

"Nehoa Landscape Easements" and "Nehoa Landscape Easement Areas". "Nehoa Landscape Easements" shall mean the landscape easements identified in Exhibit "1" attached hereto and all walls, fences, hedges, landscaping, and other Improvements from time to time placed thereon. "Nehoa Landscape Easement Areas" shall mean those particular portions of the Nehoa Landscape Easements held by the Association located on the particular Lots identified in Exhibit "1" and all walls, fences, hedges, landscaping, and other Improvements from time to time placed thereon. Said Nehoa Landscape Easement Areas are more particularly described in Exhibit "1."

Nehoa Roadway Areas. "Nehoa Roadway Areas" shall mean the roadway lots and/or easements owned or held by the Association for roadway and/or utility purposes identified in Exhibit "1" attached hereto and all Improvements from time to time placed thereon. Said Nehoa Roadway Areas shall be Common Areas of the Association, subject to limited use as provided in Article X, Section 10.3 herein. Said Nehoa Roadway Areas shall not be considered "Lots" as that term is defined herein.

Notice: A notice delivered pursuant to Section 9.09.

Operating Fund: The fund created pursuant to Section 8.01.

Owner: A person, corporation, partnership or other legal entity who is the beneficial owner of the fee simple or leasehold interest in any Lot or Commercial Lot, including the purchaser of a Lot under an agreement of sale; provided however, that:

(a) for the purposes of limitations and restrictions set forth in Article V., Owner shall not include Declarant or any Developer with respect to any Lot or Commercial Lot owned by the Declarant or owned by any Developer;

(b) Owner shall include for the purposes of Article V., unless the context requires otherwise, the Family and lessees of any Owner;

(c) a commercial tenant of space on or in Improvements on a Commercial Lot shall be subject to the limitations and restrictions set forth in Article V, but shall not be considered a member and shall enjoy no rights of membership.

Private Area: The portions of the Community Area which are planned for single family and multi-family residential use and related community facilities, or have been developed into Residences and related community facilities and which are or may be classified as such in an Annexing Declaration.

Property: The real property, more particularly described in Exhibit A, together with such other real property annexed thereto from time to time pursuant to Section 4.06.

Record: With respect to any document or subdivision map, to record or file such document or subdivision map in the Bureau of Conveyances.

Recreational Facility: Any improvement used for or in connection with any recreational purpose or activity, including without limitation, park and playground facilities, riding stables and trails, tennis courts, community gathering halls and auditoriums, hobby centers, arts and craft centers and swimming pools.

Rental Unit. The term "Rental Unit" shall mean each unit in an Apartment Building that is or could be subject to a separate rental agreement or that is suitable for separate occupancy by any person or persons. Except for Kekuilani Gardens and the Courts, which were constructed before the effective date of this provision, the number of Rental Units in an Apartment Building shall be expressly stated in a Recorded Supplemental Declaration and/or Annexing Declaration and may not be changed without the prior written consent of the Board of Directors. Kekuilani Gardens has 56 Rental Units and the Courts has 80 Rental Units. The number of Rental Units in Kekuilani Gardens and/or the Courts may not be changed without the prior written consent of the Board of Directors.

Residence: An Apartment or a single-family dwelling building on a Lot within the Private Area used for residential purposes, together with a Garage.

Restrictions: The covenants, conditions and restrictions contained in this Declaration, Conditions and Restrictions, as amended from time to time.

Road: Any paved vehicular way constructed within or upon any portion of the Common Area or the Cotenancy Area, excluding any apron or other paved area constructed for the purpose of providing paved access from such way to any Private Area, Commercial Area, or within any Cotenancy Area.

Rules: The rules to be adopted pursuant to Section 7.06, as amended from time to time.

Special Assessment: Any assessment levied by the Association pursuant to Section 8.04.

Sub-Association: An association of Apartment Owners or Lot Owners of portions of the Community Area.

Subdivision: The division of any Lot into two or more Lots.

Subdivision Map: Any map showing a Subdivision Recorded in the Bureau of Conveyances in the Land Court of the State of Hawai'i.

Village: Each separate phase of the development of Villages of Kapolei, to be developed by a single Developer.

Village I: The first Village to be developed by Oceanic Properties, Inc., consisting of the Community Area described in Exhibit B and residential lots within Lot 5542, as shown on Map 507 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i with Land Court Application No. 1069, and such other portions of the Community Area as may be designated by Declarant in an Annexing Declaration as comprising Village I.

Villages of Kapolei: The planned urban community to be developed on the Property as described in Sections 1.02 and 1.03.

Visible from a Neighboring Lot: With respect to any given object or activity, that such object or activity is or would be in any line of sight originating from any point six feet above any adjoining Lot, excluding contiguous Lots owned by the Owner of the Lot involved, but including Common Areas, Cotenancy Areas and Roads, assuming that such adjoining Lot has an elevation equal to its actual elevation or the highest elevation of the ground surface of that portion of the Lot upon which such object or activity is located, whichever elevation is lower.

#### **IV. PROPERTY SUBJECT TO RESTRICTIONS**

##### **4.01 Villages of Kapolei: Initial Development.**

(a) The real property initially subject to the Restrictions shall be the portion of the Property described in Exhibit B comprising the Community Area, as the same shall be held, sold, conveyed, encumbered, leased, occupied and improved. The initial Community Area, together with such other real property as from time to time may be annexed to comprise the Community Area shall be subject to the Restrictions. The remaining portions of the Property may from time to time be annexed to the Community Area pursuant to Sections 4.02, 4.03 and 4.07. A general plan of Villages of Kapolei which shows the proposed size, location and land use of various developments to be developed as Community Area on the Property is attached hereto as Exhibit C. The general plan also shows the proposed size and location of proposed Common Areas to be made a part of the Community Area, which Common Areas are generally planned to serve the purposes of providing drainage and flowage areas, buffer zones, vehicular routes, rest areas and landscaped open spaces.



(b) The initial Community Area shall be classified as Private Area, with the exception of the Lots described in Exhibit E attached hereto and incorporated herein, which Lots shall be classified as Common Area.

4.02 Annexation of Property to the Community Area.

Declarant may annex portions of the Property not in the initial Community Area, without the consent of the Owners, upon satisfaction of the following requirements:

(a) Declarant or a Developer is the owner in fee simple of the Property to be annexed;

(b) Declarant and the applicable Developer, if any, shall Record an Annexing Declaration, which may consist of one or more documents which, among other things, either:

(1) describes the portions of the Property which are to become a part of the Community Area;

(2) sets forth or refers to the Restrictions and to such other further limitations, restrictions, covenants and conditions which are to be applicable to such portions of the Property;

(3) declares that such portions of the Property are to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Restrictions;

(4) classifies such portions of the Property as Private Area, Commercial Area, Common Area or other special use areas pursuant to Section 5.01; and

(5) identifies the Developer of such portions of the Property, or

(6) the following shall apply in lieu of the subsections (b)(1) - (b)(5) above. A declaration of condominium property regime that (i) refers to the Restrictions; (ii) declares that the portion of the Property that is subject to the declaration of condominium property regime (hereinafter the "Condominium Property") is to be held, conveyed, encumbered, leased, occupied, and improved subject to the Restrictions; (iii) describes the land and Apartments in said condominium property regime; and (iv) identifies the Developer of the condominium property regime, shall satisfy the requirements of this Section 4.02(b) and shall be deemed to be an Annexing Declaration where no prior document qualifying as an Annexing Declaration has been recorded annexing the Condominium Property to the Community Area. Where a declaration of condominium property regime serves as an Annexing Declaration, then, unless otherwise designated in said declaration of condominium property regime, the Condominium Property shall be deemed a part of the Private Area and the entire Condominium Property shall be deemed a part of the Community Area. Each Apartment in the Condominium shall be deemed a Lot as provided in Article III, Section 3.01.

(b.1) Annexation of any portion of the Property not in the initial Community Area shall be effective as of the date an Annexing Declaration is Recorded annexing said portion of the Property to the Community Area, provided the other requirements of this Section 4.02 have also been satisfied.

(c) Declarant shall Record a Subdivision Map of the portions of the Property being annexed to the Community Area by such Annexing Declaration;

(d) Declarant may, but shall not be obligated to impose an annexation fee to be paid by a Developer in addition to the Initiation Assessment; and

(e) All portions of the Property to be annexed to the Community Area must be added by satisfaction of the foregoing requirements by no later than August 2, 2030.

(f) This Article IV, Section 4.02, as above written, including this subsection and subsections (a) - (e) above, and the definition of an Annexing Declaration found in Article III, Section 3.01 above shall be deemed effective as of August 3, 1990, the date this Declaration was first Recorded.

#### 4.03 Annexation of Real Property to the Property and to the Community Area.

Declarant may annex real property not within Villages of Kapolei to the Property and to the Community Area, thereby subjecting such real property to the Restrictions, without the consent of the Owners, upon satisfaction of the following requirements:

(a) Declarant is the owner in fee simple of the real property to be annexed;

(b) Declarant shall Record an Annexing Declaration, which may consist of one or more documents, which, among other things:

(1) describes the real property which is to be made a part of the Property and the Community Area subject to the Restrictions;

(2) sets forth or refers to such other and further limitations, restrictions, covenants and conditions which are to be applicable to such real property;

(3) declares that such real property is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Restrictions;

(4) classifies such real property as Private Area, Common Area, Commercial Area or other special use areas pursuant to Section 5.01; and

(5) describes any conditions under which such real property shall become annexed to the Community Area.

(c) Declarant shall Record a Subdivision Map of the real property being added to the Property in connection with such declaration. Following annexation of any real property to the Property and to the Community Area, Declarant may further subdivide such real property into Lots, Commercial Lots, Common Areas and other special use areas pursuant to a duly recorded Subdivision Map.

#### 4.04 Additional Restrictions Affecting Added Real Property.

Any provision in this Declaration to the contrary notwithstanding, Declarant by Recording a declaration as provided in Sections 4.02 or 4.03 above, may subject the real property added to the Property, or portions of the Property added to the Community Area to such other

covenants, conditions and restrictions as Declarant may deem appropriate, including but not limited to:

(a) The designation of land classifications not provided for in Section 5.01 hereof and such covenants, conditions and restrictions with respect to the use of real property in such land classifications as Declarant may deem appropriate; and

(b) Such additional covenants, conditions and restrictions with respect to the land classifications provided for in Section 5.01 and to such real property added to the Community Area as Declarant may deem appropriate, provided that additional covenants, conditions and restrictions shall be subject to the Restrictions and shall be exclusively applicable to such real property annexed to the Property and to the Community Area.

#### 4.05 Withdrawal of Property from Community Area.

Declarant may withdraw portions of the Property from the Community Area comprising Villages of Kapolei thereby releasing such portions of the Property from the Restrictions without the consent of the Owners, provided that (a) Declarant or a Developer is the sole owner of the portion of the Property to be withdrawn, (b) such portion of the Property has direct access to a public roadway, and (c) Declarant determines that such portion of the Property is no longer required to comprise a portion of the Community Area for the purposes stated in Section 2.01. Upon such withdrawal such portion of the Property shall no longer comprise a portion of the Community Area. Declarant presently intends to withdraw the portions of the Property designated for golf course development on Exhibit C from the Property. A withdrawal of any portion of the Property from the Community Area shall be effective upon the execution and Recordation of a document which describes such portion of the Property and declares such portions of the Property to be withdrawn from the provisions of this Declaration.

#### 4.06 Property Subject to Community Area Restrictions Limited.

(a) No real property, except for the Property, the Community Area and the real property specifically annexed to the Property and to the Community Area pursuant to this Article IV, shall be deemed subject to the Restrictions, whether shown on any Subdivision Map Recorded by Declarant or described or referred to in any document executed or Recorded by Declarant. Nothing contained in this Declaration or in any Annexing Declaration shall be deemed to be a representation or warranty that Declarant will commit or subject to the Restrictions, any real property Declarant now owns or may hereafter acquire, other than the Property; and

(b) No designation of any Lot or other area as a Private Area, Common Area, Cotenancy Area, Commercial Area, Road, school or park or for any other type of use on any map Recorded by Declarant, shall be deemed a dedication or representation or warranty that such Lot or area is or will be used, or restricted to such use, nor shall any Owner, the public, any public agency or any other person acquire any rights to such Lot or other area by reason of such designation.

#### 4.07 Annexation of Subsequent Developments.

Association may, with the consent of the Owner of the real property to be annexed, pursuant to the provisions of this section, from time to time and in its sole discretion, annex to the Community Area and to Villages of Kapolei all or any part of any real property situate in Ewa (not then constituting a part of Villages of Kapolei) upon approval by an affirmative vote of seventy-five percent (75%) of all Class A Association Members and one hundred percent (100%) of all Class B Association Members, if any, as defined in Section 7.02, and Declarant (if such real property is not

owned by Declarant), at a meeting duly called for this purpose, written notice of which meeting shall have been sent to all Association Members not less than 30 days in advance of the meeting, setting forth the purpose of the meeting.

(a) The annexation of such real property shall become effective and such real property shall become a part of the Community Area and Villages of Kapolei when Declarant or Association and the Owner(s) of the real property to be annexed shall have Recorded:

(1) An Annexing Declaration which:

(i) describes the real property to be annexed to the Community Area and to Villages of Kapolei;

(ii) sets forth or refers to such additional or other covenants, conditions and restrictions applicable to such real property;

(iii) declares that such real property is held and shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Restrictions;

(iv) classifies such real property as Private Area, Commercial Area, or Common Area; and

(v) describes any conditions under which such real property shall become annexed to the Community Area.

(2) A Subdivision Map, with respect to the real property described in such Annexing Declaration.

(b) The Annexing Declaration may, with respect to all or any part of the real property described in such Annexing Declaration, provide such new land classifications not then provided for in Section 5.01 and such covenants, conditions and restrictions as the Association may deem to be appropriate for the development and use of such real property;

(c) This Association may impose an annexation fee to be paid in addition to the initial assessment.

## **V. LAND CLASSIFICATIONS AND RESTRICTIVE COVENANTS**

### **5.01 Land Classifications.**

All the Property within Villages of Kapolei shall be classified into one of the following areas: (a) Private Area; (b) Commercial Area; (c) Common Area; and (d) other special use areas designated in Exhibit C attached hereto or in an Annexing Declaration. Declarant may amend any of the foregoing classifications from time to time pursuant to Sections 9.01 and 9.05.

### **5.02 Private Area: Uses and Restrictions.**

Each Lot in the Private Area shall be for the exclusive use and benefit of its Owner, subject, however, to the following covenants, conditions and restrictions:

(a) Except as otherwise provided in subsection (a.1) below, only one Family (including domestic servants and transient guests) shall occupy each Lot in the Private Area,

and each Owner shall construct only one single-family Residence (which may include a guest room without a kitchen connected to the main dwelling) on any Lot in a Private Area designated for single-family residential purposes. The foregoing provision will not be enforced in any manner that will constitute a violation of any applicable statute, ordinance, rule, or regulation adopted by any governmental authority, including, but not limited to, the provisions of the Fair Housing Amendments Act of 1988 and Chapter 515, Hawai'i Revised Statutes.

The provisions of Article V, Section 5.02(a) requiring Lots in the Private Area to be used for only one Family and the restrictions in Article V, Section 5.02(c) herein against the use of Lots in the Private Area for an apartment house shall not apply to Lots upon which are situated Apartment Buildings as defined herein; provided, however, that only one Family (including domestic servants and transient guests) may occupy each Rental Unit in an Apartment Building.

(b) No Owner other than Declarant or Developer shall make any improvement or perform other work which alters any Lot in any way from its natural state or improved state existing on the date such Lot was first conveyed in fee by Declarant or Developer to the Owner of such Lot, except in compliance with the provisions of Section 5.03. No Owner of a Lot bordering on a Main Collector Street shall alter any landscaping or fencing visible from such Main Collector Street without first obtaining the approval of the Design Review Committee in accordance with Section 5.03.

(c) Except as provided in Section 5.02(a) above, each Owner shall use his Lot in the Private Area exclusively for residential purposes, and shall not use any building or structure on a Lot as a tenement house, rooming house or apartment house, and shall not use any Lot or structure on a Lot for or in connection with the conduct of any trade or business; provided, however, that nothing in this paragraph (c) shall be deemed to prevent:

(1) the use of a Lot for business pursuits, including, but not limited to artists, artisans, or craftsmen, so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming to or visiting the Lot or deliveries made to or picked up from the Lot; (d) the business activity does not involve the sale or offer for sale of any items to the public on the Lot; (e) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (f) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors; or

(2) Declarant or any Owner from renting the Residence on any Lot from time to time, subject, however, to the Restrictions.

(3) Declarant or a Developer from operating a temporary sales office from any Lot.

(4) The use of a Lot for the purpose of providing child care services in a family child care home which is either licensed by the Department of Human Services of the State of Hawai'i or legally exempt from such license requirements (under rules or regulations promulgated by the Department of Human Services).

(d) Each Owner shall maintain all Improvements erected on his Lot and all landscaping and vegetation planted on such Lot from time to time in good and clean condition and repair and in such manner as not to create a fire, safety, or health hazard to Villages of Kapolei

or any part thereof, at such Owner's sole cost and expense. The Owner of any Lot shall maintain in a neat and attractive condition any planting strip or portion thereof lying between the sidewalk and the street bordering such Lot. Each Owner of a Lot bordering on a Main Collector Street shall maintain or cause to be maintained in a neat, clean and healthy condition all landscaping visible from such Main Collector Street.

(e) Each Owner of a Lot will maintain or cause his Sub-Association, if applicable with respect to areas to be maintained by such Sub-Association, to maintain in good repair any fence or wall along any street boundary of his Lot or within the Cotenancy Area, respectively, which had been erected by Declarant or Developer, and will also maintain any fence or wall erected by Declarant or Developer on his Lot or within two feet of any common boundary between his Lot and his neighbor's Lot. Each Owner with a fence or wall along such a common boundary shall be liable to the Owner of the adjoining Lot for half the cost of maintenance or repair of such fence or wall incurred by such Owner of the adjoining Lot, unless such fence or wall is maintained by a Sub-Association.

No Owner shall replace any fence or wall without the approval of the Design Review Committee. Existing fences and walls may be replaced with fences and walls of the same or like material or such other materials approved by the Design Review Committee from time to time. The Design Review Committee shall be authorized, but not required, to permit an Owner to replace an existing fence or wall located along a common boundary with a neighboring Lot with a hollow tile fence or wall over objection of the neighboring Lot Owner if the Owner wishing to install the hollow tile fence or wall bears the entire cost of purchasing and installing the hollow tile fence or wall. Once installed, unless otherwise provided herein, the cost of repair and maintenance of the common hollow tile fence or wall shall be borne by the Owners of both Lots as provided in the immediately preceding paragraph, or by a Sub-Association, if applicable.

(f) No Owner shall subdivide or consolidate and resubdivide a Lot or Lots to create additional residential Lots, except pursuant to the provisions of Section 9.04.

(g) No Owner shall place or use exterior speakers, horns, whistles, bells or other sound devices on any Lot, except security devices used exclusively to protect the security of the Lot and Improvements thereon.

(h) No Owner shall keep or maintain any animals on any Lot other than a reasonable number of generally recognized household pets for such Owner's personal pleasure and not for sale or other commercial purposes. No Owner shall keep or maintain fowl or birds, other than canaries, parakeets or other songbirds on any Lot. No Owner shall keep or maintain animals or birds which are a nuisance to neighbors. Visually impaired persons may keep guide dogs, hearing impaired persons may keep signal dogs, and physically impaired persons may keep service animals on their Lots. Nothing herein is intended to limit or restrict access to or interfere with the use and enjoyment of the project by handicapped/disabled persons. None of the provisions herein will be enforced in any manner that will constitute a violation of the Fair Housing Amendments Act of 1988 or Chapter 515, Hawai'i Revised Statutes. Any dog, cat, or other generally recognized household pet or any bird authorized by this section causing a nuisance, annoyance, offensive odor, or an unreasonable disturbance shall be permanently removed from the Lot and from the project promptly upon notice given or demand made by or at the direction of the Board of Directors.

(i) No Owner shall erect any sign upon any Lot, including without limitation, commercial, political or similar signs, Visible from a Neighboring Lot except:

- (1) such signs as may be required by legal proceedings;
- (2) one or more residential identification signs having a maximum combined area of one square foot per Lot;
- (3) during the construction of any Residence or other improvement, a job identification sign having a maximum area of six (6) square feet and of the type usually displayed by contractors, subcontractors, financial institutions and tradesman;
- (4) no more than one "For Sale" or "For Rent" sign having a maximum area of three square feet, such sign to refer only to the Lot on which it has been placed;
- (5) signs warning of hazardous or dangerous conditions and security alarm/system signs which have been approved by the Design Review Committee; and
- (6) other signs approved by the Design Review Committee from time to time.

(j) No Owner shall keep, place or maintain any house trailer, mobile home, permanent tent or similar facility or structure upon any Lot at any time; provided, however, that this paragraph shall not prevent an Owner from maintaining temporary construction shelters for a period not to exceed one year to be used exclusively in connection with the construction of any work or improvement permitted in Section 5.03.

(k) No Owner shall keep, place or maintain any truck of more than one ton capacity upon any Lot in such a manner that such truck is Visible from a Neighboring Lot; provided, however, that this paragraph shall not prevent an Owner from maintaining construction equipment for a period not to exceed one year to be used exclusively in connection with the construction of any work or improvement permitted by Section 5.03.

(l) No Owner shall construct, place or maintain any accessory structures or buildings upon any Lot prior to the construction of the main structure of the Residence; provided, however, that this paragraph shall not prevent an Owner from maintaining a temporary construction shelter for a period not to exceed one year to be used exclusively in connection with the construction of any work or improvement permitted in Section 5.03.

(m) No Owner shall construct, reconstruct or repair any trailer, vehicle or boat upon any Lot in such a manner that such construction, reconstruction or repair is Visible from a Neighboring Lot, nor shall an Owner maintain any vehicle not in good operating condition upon any Lot so as to be Visible from a Neighboring Lot; provided that this paragraph shall not prevent an Owner from performing maintenance work and minor repairs on his own trailer, vehicle or boat in his Garage. Without limiting any other remedy set forth in this Declaration, the Association shall have the right to enter any Lot to remove any trailer, vehicle or boat being constructed, reconstructed or repaired in violation of this Section to a public dump, a repair shop, or a storage yard. The Owner of the Lot shall be responsible for all costs involved (whether or not he is the owner of the removed trailer, vehicle or boat) and shall pay to the Association all costs incurred. Neither the Association nor its agents shall be liable for trespass, for invasion of privacy, or for conversion or any damages for the removal of such trailer, vehicle or boat.

(n) No Owner shall keep garbage or trash on any Lot so as to be Visible from a Neighboring Lot, except in closed receptacles screened from view from any adjoining street, and no accumulated waste plant materials will be permitted on any Lot, except as part of an established compost pile maintained in such a manner as not to be Visible from a Neighboring Lot.

(o) No Owner shall keep outside clothes lines or other outside clothes drying or airing facilities except within a fenced service yard and not Visible from a Neighboring Lot. Except as otherwise provided herein, no Owner shall openly store furniture, fixtures, appliances and other goods and chattels not in active use so as to be Visible from a Neighboring Lot. The Board of Directors may, from time to time, in its reasonable discretion, adopt, amend, and repeal policies permitting Owners to keep on their Lots lawn furniture, play equipment, bicycles, and other items not in active use notwithstanding that said furniture, equipment, and/or other items are Visible from a Neighboring Lot. The Board may take into consideration the differences between the Lots which contain single family dwellings, Lots which are condominium units, and Lots upon which are situated Apartment Buildings in adopting, amending, and/or repealing said policies and may adopt different policies for different types of housing so long as there is a rational and reasonable basis for said policies.

(p) No Owner shall permit any exterior fires, except barbecue fires, nor shall any Owner permit any condition on his Lot which creates a fire hazard.

(q) No vehicular access is permitted from any Lot to a Road over a boundary which is indicated on the subdivision map covering the Lot to have restricted access, nor over any strip of Common Area lying between the boundary of a Lot and a Road (except where such access over such Common Area is the only access from the Lot to any Road and an easement has been obtained from the Association). No Owner shall cut any curb along any Road adjacent to any boundary which is shown on the subdivision map as having restricted access.

(r) No Owner shall park a motor vehicle on any sidewalk area or on any portion of a Lot, except in a Garage or on a paved driveway area. No Owner shall keep any motor vehicle on any Lot unless such motor vehicle is in operating condition, is currently registered with the Department of Motor Vehicles of the City and County of Honolulu and bears a current safety inspection sticker. No Owner shall keep any boat, trailer or truck camper on any Lot except in a Garage. Parking on the Common Area is prohibited where so provided by this Declaration and any applicable Recorded Supplemental Declaration of Covenants, Conditions and Restrictions and/or Annexing Declaration. Where there is no express prohibition herein or in any Supplemental Declaration of Covenants, Conditions and Restrictions or Annexing Declaration against parking on a particular portion of the Common Area, the Board may adopt Association Rules prohibiting, permitting, and/or regulating parking on that portion of the Common Area.

(s) No Owner shall use a Garage for other than the parking of motor vehicles and boats, unless the Garage is enclosed so as not to be Visible from a Neighboring Lot and normally kept closed. No Owner shall use a Garage as a laundry or for storage purposes unless the Garage is enclosed.

(t) No Owner shall violate or permit the violation on his Lot of any applicable law or ordinance pertaining to zoning, buildings, fires, signs or other matter relating to the use and development of his Lot.

(u) No Owner shall undertake an activity upon any Lot or in or about any Lot which would unreasonably disrupt or impair the privacy and quiet enjoyment of any other Lot or Owner thereof and no unlawful activity on any Lot.



(v) No Owner shall construct any building or structure between the street boundary of the Lot and any applicable building setback line along such boundary; provided, however, that an Owner may construct walks, fences, walls, driveways and garbage receptacle enclosures if not otherwise in violation of any other restriction contained in this Declaration or in the Design Guidelines.

(w) No Owner shall use any reflective finishes on exterior surfaces (other than non-mirrored glass). Exterior paint shall be either flat or semi-gloss. No gloss or reflective paint will be permitted on any exterior surfaces. The colors of all exterior surfaces shall contain at least seventy-five percent (75%) white pigment except for accent colors which can cover no more than five percent (5%) of any exterior elevation.

(x) No Owner shall finish any roof with built-up tar and gravel, except that flat roofs may be finished with built-up tar and gravel in colors of dark brown to red-brown and gray to blue-gray.

(y) No Owner shall construct a metal roof or install metal siding on a Residence, and no Owner may install liquid petroleum gas tanks on any Lot which are Visible from a Neighboring Lot.

(z) No Owner shall install or maintain permanent exterior electric lighting without the prior approval of the Design Review Committee. No exterior lighting shall be installed that creates an annoyance or nuisance to other Lots. No Owner shall install or maintain any antenna which is Visible from a Neighboring Lot except that an Owner may install an antenna not exceeding ten (10) feet in height above normal grade area if such antenna is not visible from the adjacent street. Notwithstanding the foregoing and subject to any reasonable restrictions adopted by the Design Review Committee, the Design Review Committee may permit antennas that would not otherwise be permitted by this subsection (z) if the Design Review Committee is required to permit said antennas under the provisions of the Telecommunications Act of 1996 and/or regulations adopted by the Federal Communications Commission.

(aa) All telephone and electric power lines, water pipe lines and all other conduits for utilities shall be installed underground when outside the walls of the Residence.

(bb) No Owner other than Declarant or a Developer shall remove any tree within 25 feet of the property line of any Lot without the prior approval of the Design Review Committee.

(cc) No Owner other than Declarant or Developer may plant trees within any setback area established in the Design Guidelines without the prior written approval of the Design Review Committee.

(dd) No Owner may use second hand or used lumber or other material in any construction on any Lot.

(ee) If due to the peculiar location, size or topography of a particular Lot, an Owner cannot reasonably build a Residence without violating a specific provision of this Section 5.02, the Board shall have the authority, with the prior written approval of the Design Review Committee, to grant a variance from such specific restriction permitting such Owner to proceed to build and occupy a Residence without regard to the specific restriction.

(ff) The Association shall have the rights set forth in Section 7.05 with respect to each Lot.

(gg) During the course of development and construction on any Lot, the terms of this Section 5.02 will be waived for Declarant and Developer to the extent necessary to permit construction of a Residence pursuant to plans approved by Declarant.

(hh) The Design Review Committee may, in its reasonable discretion, and subject to the approval of the Board, adopt Design Review Committee Rules which take into consideration the differences between the Lots which contain single family dwellings, Lots which are condominium units, and Lots upon which are situated Apartment Buildings. The Design Review Committee may adopt rules that apply only to single family dwellings, to condominium units, and/or to Apartment Buildings or Rental Units so long as there is a rational and reasonable basis for said rules.

5.03 Private Area; Construction and Alteration of Improvements; Excavations.

No Owner may construct, reconstruct, refinish, alter or maintain any improvement upon, under or above any Lot of a Private Area or may make or create any Excavation or Fill thereon, or may make any change in the natural or existing surface drainage thereof, or may install any utility line (wire or conduit) thereon, except in compliance with the Design Review Committee Rules, the Design Guidelines set forth in Exhibit D, and all provisions of this section:

(a) Except to the extent reasonably necessary for the construction, reconstruction or alteration of any such improvement for which the Owner has obtained approval from the Design Review Committee pursuant to this Section 5.03:

(1) No Owner shall conduct any Excavation or Fill which would be Visible from a Neighboring Lot; and

(2) No Owner shall install a power, telephone or other utility line (wire or conduit) on or under any Lot in a Private Area which would be Visible from a Neighboring Lot. The Association shall, in the event of any violation of the provisions of this subsection, restore such Private Area to its state existing immediately prior to such violation, including the removal of any unauthorized power, telephone or other utility line. The Owner of the Lot shall reimburse the Association for all expenses incurred by the Association in performing any curative action under this subsection.

(b) Any Owner proposing to construct, reconstruct, refinish or alter any part of the exterior of any improvement Visible from a Neighboring Lot, or to perform any other work which requires prior written approval of the Design Review Committee, shall apply to the Design Review Committee for approval in the following manner:

(1) In the case of Improvements having a cost exceeding \$25,000.00, (as this sum may be increased from time to time by the Design Review Committee, with the approval of the Board):

(i) The Owner shall submit to the Design Review Committee prior to construction, preliminary plans for the proposed Improvements, prepared by an Architect showing the Improvements in detail with dimensions. The Design Review Committee shall review and shall either approve or disapprove such preliminary plans in writing within sixty (60) days, after submission unless said time period is extended as hereinafter provided, and in the event of

disapproval, shall state in writing the reasons for disapproval. If the Design Review Committee is unable to act on the plans within sixty (60) days, the Design Review Committee may either deny the application or extend the time for its response for a period of an additional thirty (30) days. If the time period is extended, the Design Review Committee shall make a reasonable effort to notify the Owner of its decision to extend the time for its response. The Design Review Committee's failure to approve or disapprove the preliminary plans within said sixty (60) day period or ninety (90) day period if the time period is extended shall be deemed approval.

(ii) Following approval of the preliminary plans, the Owner shall submit the final plans and specifications for the proposed Improvements to the Design Review Committee in duplicate, including where appropriate, a plot plan showing easements, set back and contour lines, the location of all existing and proposed Improvements, the proposed drainage plan, the proposed sanitary disposal facilities, the location of all existing trees having a height in excess of six-feet or a trunk measuring six-inches or more in any diameter at ground level and indicating which trees (if any) the Owner plans to remove, and the location of all proposed utility installations. The plans and specifications shall indicate all exterior materials, finishes and colors to be used. The Owner shall also indicate his proposed construction schedule, and shall pay a reasonable fee as established by the Design Review Committee for plan review and inspection. The Design Review Committee shall review and shall either approve or disapprove the final plans and specifications in writing within sixty (60) days after submission unless said time period is extended as hereinafter provided, and in the event of disapproval shall state in writing the reasons for disapproval. If the Design Review Committee is unable to act on the final plans within sixty (60) days, the Design Review Committee may either deny the application or extend the time for response for a period of an additional thirty (30) days. If the time period is extended, the Design Review Committee shall make a reasonable effort to notify the Owner of its decision to extend the time for its response. The Design Review Committee's failure to approve or disapprove the final plans within said sixty (60) day period or ninety (90) day period if the time period is extended shall be deemed approval. The Design Review Committee shall not disapprove any final plans and specifications on account of any matter previously presented and approved in the preliminary plans.

(2) In the case of exterior Improvements having a cost of \$25,000.00 or less (as this sum may be increased from time to time by the Design Review Committee, with the approval of the Board), the Owner shall submit to the Design Review Committee for approval prior to construction final plans and specifications for the proposed Improvements, including where appropriate a plot plan showing easements, set back and contour lines, the location of all existing and proposed Improvements, the proposed drainage plan, the proposed sanitary disposal facilities, the location of all existing trees having a height in excess of six feet or a trunk measuring six inches or more in any diameter at ground level and indicating which (if any) the Owner plans to remove, and the location of all proposed utility installations. The plans and specifications shall indicate all exterior materials, finishes and colors to be used. The Owner shall also indicate his proposed construction schedule, and shall pay a reasonable fee as established by the Design Review Committee for plan review and inspection. The Design Review Committee shall review and shall either approve or disapprove the final plans and specifications in writing within sixty (60) days after submission unless said time period is extended as hereinafter provided, and in the event of disapproval shall state in writing the reasons for disapproval. If the Design Review Committee is unable to act on the plans within sixty (60) days, the Design Review Committee may either deny the application or extend the time for its response for a period of an additional thirty (30) days. If the time period is extended, the Design Review Committee shall make a reasonable effort to notify the Owner of its decision to extend the time for its response. The Design Review Committee's failure to approve or disapprove within said sixty (60) day period or ninety (90) day period if the time period is extended shall be deemed approval.

(c) No approval of the Design Review Committee shall be required for any interior Improvements or alterations, nor shall approval of the Design Review Committee be required for reconstruction or refinishing in accordance with the plans for Improvements previously made by Declarant or a Developer or previously approved by the Design Review Committee.

(d) The Design Review Committee's approval shall be effective for a period of one (1) year and shall be deemed revoked if the Owner shall not have commenced the approved construction, reconstruction, refinishing or alteration within the one (1) year period and shall not thereafter complete the same with reasonable diligence. If the Owner shall not so commence within the one (1) year period, the Owner shall be required to resubmit such final plans and specifications for approval, and the Design Review Committee shall, either approve or disapprove the resubmitted final plans and specifications in writing within sixty (60) days after resubmission unless said time period is extended as hereinafter provided and in the event of disapproval shall state in writing the reasons for disapproval. If the Design Review Committee is unable to act on the final plans within sixty (60) days, the Design Review Committee may either deny the application or extend the time for response for a period of an additional thirty (30) days. If the time period is extended, the Design Review Committee shall make a reasonable effort to notify the Owner of its decision to extend the time for its response. The Design Review Committee's failure to approve or disapprove within said sixty (60) day period or ninety (90) day period if the time period is extended shall be deemed approved. The Design Review Committee may require another inspection fee.

(e) The Owner shall give written notice to the Design Review Committee upon the completion of construction of any Improvements or other work for which plans and specifications were approved by the Design Review Committee pursuant to this Section. The Design Review Committee shall inspect such Improvements or other work within sixty (60) days; provided, however, that if the Design Review Committee is unable to inspect the improvements or other work within sixty (60) days, the Design Review Committee may extend the time for inspection for a period of an additional thirty (30) days. If the time period is extended, the Design Review Committee shall make a reasonable effort to notify the Owner of its decision to extend the time for its inspection. If the Design Review Committee finds that such Improvements or other work were not constructed in substantial compliance with the approved plans and specifications, the Design Review Committee shall notify the Owner of such noncompliance and require the Owner to remedy such noncompliance within sixty (60) days from the date of notice. If the Owner shall fail to remedy such noncompliance within said sixty (60) day period, or if a longer time is reasonably required, and the Owner has failed in good faith to commence a remedy within said sixty (60) day period and is not diligently pursuing a remedy, the Design Review Committee shall notify the Association of such failure, and the Association may take any reasonable steps to remedy the noncompliance or to restore the Lot to its pre-existing condition and may assess the Owner for all expenses incurred. The Design Review Committee's failure to notify the Owner of any such noncompliance within sixty (60) days or ninety (90) days if the time period is extended after receipt of such notice of completion shall be deemed approval of completion in accordance with said approved plans.

(f) The provisions of this Section 5.03 to the contrary notwithstanding, no approval by the Design Review Committee shall be required for any construction done by or for Declarant or any Developer, including without limitation any construction of Residences by Declarant or any Developer and any work done by Declarant or any Developer, their representatives, agents, employees or contractors in connection with the construction of subdivision Improvements required by the State of Hawai'i or the City and County of Honolulu or in connection with the construction of any roadways, signage or landscaping or any electrical, cable television, communication, water, sewer or other utilities.

(g) The Design Review Committee shall have no power to vary any of the standards and restrictions set forth in the Restrictions, except as may be permitted herein or authorized by the Board. The Association shall have the right to commence and pursue any remedy provided in the Restrictions for any violation by an Owner of the Restrictions, whether or not the Design Review Committee shall have approved plans and specifications.

(h) In reviewing plans and specifications, the Design Review Committee shall consider whether the proposed improvement complies with the restrictions stated in Section 5.02 and whether the proposed improvement:

(1) Is compatible as to the quality, type of materials, workmanship and external design with reference to existing structures and other Improvements in the area, and location of the proposed improvement is compatible with respect to topography and ground elevation;

(2) Conforms to the Design Guidelines and general plan of Villages of Kapolei;

(3) Constitutes a suitable and adequate development of the Lot;

(4) Is, in the case of the Residence, comparable to other Residences in the area in value and design; and

(5) Will not, because of its design unreasonably interfere with the light and air to or view from adjoining Lots.

#### 5.04 Common Area: Uses; Restrictions.

Non-exclusive use of the Common Area shall be reserved equally to all Owners, except as specifically provided herein, and every Owner shall have a right and easement in and to the Common Area, which easement shall be appurtenant to every Lot, subject, however, to the following restrictions:

(a) Use of the Common Area shall be subject to the Rules.

(b) Use of the Common Area shall be subject to such easements and rights-of-way then existing or reserved by Declarant or a Developer with Declarant's consent, at the time of conveyance to the Association, to such Road and public utility easements and rights-of-way as may from time to time be taken under the power of eminent domain, and to such other Road and public utility easements as may from time to time be granted or conveyed by Declarant or a Developer, the right to make such grants of easement being expressly reserved to Declarant and to a Developer to whom Declarant has expressly delegated such right, or to the Association pursuant to the provisions of paragraph (c) of Section 7.05.

(c) No Improvements, Excavation or other work which in any way alters any Common Area from its natural state or existing state on the date when such Common Area was conveyed to the Association, shall be done except in strict compliance with provisions of this Section 5.05.

(d) Except to the extent otherwise permitted pursuant to the provisions of Section 5.04(b), Section 5.05, Section 7.05(f), Article III, and Article X herein and the applicable subsections thereof, the Common Area shall be devoted to natural recreational uses which do not

damage the Common Area or the vegetation therein, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Private Areas, or in their enjoyment of the Common Areas. Nothing herein is intended to prohibit recreational play (e.g., soccer, baseball, etc.) which would, by the very nature of the play, cause some damage to the vegetation and some increase in the cost of maintenance. The Board of Directors shall have the authority to regulate the type of recreational play permitted on the Common Areas. The following restrictions shall apply:

(1) There shall be no camping in Common Areas, except as permitted by the Board by written license.

(2) No fires shall be started in Common Areas, except fires started and controlled by the Association incidental to maintenance of the Common Area, and fires in enclosed cooking facilities and campfires in picnic areas within Recreational Facilities developed by the Association.

(3) No animals shall be permitted on Common Areas except generally recognized household pets under the control of their owners, livestock owned by the Association, and horses in areas developed or maintained by the Association as bridle paths or equestrian recreational facilities. Pets will not be tied or staked on a leash to any Common Areas at any time. Pet owners shall be responsible for picking/cleaning up after their pets. No person shall permit an animal owned by such person to excrete any solid waste on the Common Areas; provided, however, that no violation shall occur if the owner of the offending animal promptly removes the animal waste. Pet owners are responsible for any damages caused by their pets.

(e) The right to use and enjoy the Common Areas shall extend to Owners and families of all Owners and invitees.

(f) Declarant may reserve certain Common Areas within the Community Area for the development and operation of private Recreational Facilities, the use of which require payment of assessments or other fees. Any such private Recreational Facility may be owned, operated or managed by the Association or a private party, including, without limitation, a Sub-Association or other association of apartment owners.

(g) The Board shall be permitted, in its discretion, to authorize and permit employees of the Association to use the Common Area, including, but not limited to, the Recreational Facilities.

#### 5.05 Common Area: Construction and Alteration of Improvements.

No Improvements, Excavation or other work which alters any Common Area from its natural or improved state on the date when such Common Area was conveyed to the Association shall be done, except in compliance with the following provisions:

(a) No person other than Declarant, a Developer, the Association or a Governmental Agency, and their respective contractors and employees shall improve, Excavate, construct, reconstruct, refinish, alter or maintain any Excavation or Fill upon or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from or plant any tree, shrub or vegetation upon any Common Area.

(b) The Association shall first submit the final plans and specifications for any proposed construction, reconstruction, refinishing or alteration of the exterior of any improvement located or to be located upon any Common Area, or for any proposed Excavation or Fill or change to the natural or existing drainage or for removal of any existing trees having a height in excess of six feet or a trunk measuring six inches or more in diameter at ground level from any Common Area to the Design Review Committee for approval in such form and containing such information as the Design Review Committee may from time to time require. The Design Review Committee shall approve the plans and specifications upon satisfaction of the following conditions:

(1) Any plans to construct any new Improvements, or to alter the exterior appearance of any existing improvement upon any Common Area shall comply with the standards set forth in Section 5.03(h)(1) through (5) inclusive, which standards will also apply to Common Areas, and that the design of such Improvements is in harmony with other Improvements and the overall appearance of Villages of Kapolei.

(2) The Design Review Committee shall review and shall either approve or disapprove such plans in writing within sixty (60) days after submission, unless said time period is extended as hereinafter provided and in the event of disapproval shall state in writing the reasons for such disapproval. If the Design Review Committee is unable to act on the plans within sixty (60) days, the Design Review Committee may either deny the application or extend the time for response for a period of an additional thirty (30) days. If the time period is extended, the Design Review Committee shall make a reasonable effort to notify the Association of its decision to extend the time for its response. The Design Review Committee's failure to approve or disapprove the plans within said sixty (60) day or ninety (90) day period if the time period is extended shall be deemed approval.

(3) The Association is not required to obtain the approval of Declarant or any Developer.

(c) The provisions of this Section 5.05 to the contrary notwithstanding, no approval by the Design Review Committee shall be required for any construction done by or for Declarant or any Developer, including without limitation any construction of Recreational Facilities by Declarant or any Developer and any work done by Declarant or any Developer, their representatives, agents, employees or contractors in connection with the construction of subdivision Improvements required by the State of Hawai'i or the City and County of Honolulu or in connection with the construction of any roadways, signage or landscaping or any electrical, cable, television, communication, water, sewer or other utilities.

(d) The Association may, without approval of the Design Review Committee at any time:

(1) Reconstruct, replace, refinish any improvement upon a Common Area in accordance with plans previously approved by the Design Review Committee, or if such improvement existed upon the Common Area when such Common Area was conveyed to the Association, then in accordance with the original design, and the original or a higher standard of construction of such improvement.

(2) Construct, reconstruct, replace or refinish any roadway improvement upon any portion of the Common Area designated on a subdivision map as a Road.

(3) Replace any destroyed trees or any other vegetation in a Common Area, or plant trees, shrubs and ground cover, and install appropriate irrigation systems.

(4) Place and maintain upon any Common Area such signs as the Association may deem necessary for the identification of Villages of Kapolei and of Roads, for the regulation of traffic, parking and use of the Common Area, and for the health, safety and general welfare of Owners and the public, provided that the design of any such signs first shall be approved by the Design Review Committee.

(e) Any Owner may, with the prior written approval of the Design Review Committee and having previously obtained an easement from the Association install and maintain a subsurface utility system within a Common Area.

5.06 Cotenancy Areas: Uses and Restrictions; Construction and Alteration of Improvements.

Each Cotenancy Area shall be for the exclusive use and benefit of its Owners, subject, however, to the following covenants, conditions and restrictions:

(a) The Association, or its duly authorized agents, shall have the rights set forth in Section 7.05 with respect to each Cotenancy Area.

(b) No improvement or other work which alters any Cotenancy Area from its natural or improved state existing on the date the first undivided interest in such Cotenancy Area was conveyed by Declarant or a Developer to an Owner or Sub-Association shall be done, except in compliance with the following provisions:

(1) No Owner will undertake any such improvement or work without the written consent of the other Owners of the Cotenancy Area, or if applicable, the written consent of the Sub-Association which maintains the Cotenancy Area.

(2) Any improvement to or other work to be done on a Cotenancy Area other than construction by Declarant or a Developer shall require approval of the Design Review Committee, the standard for approval being the standard required for any improvement or other work on a Lot to which an undivided interest in a Cotenancy Area is appurtenant.

(3) A Sub-Association shall not be required to obtain consent of the Owners prior to making any Improvements in a Cotenancy Area.

(c) A Cotenancy Area may be used for any purposes for which such Cotenancy Area was expressly created, as described in any declaration or conveyance document. No Owner shall use any Cotenancy Area in which he owns an undivided interest for any use to which he cannot also put his dominant Lot under the provisions of the Restrictions.

(d) All Owners of undivided interests, and if so provided in an appropriate declaration, a Sub-Association shall be responsible for maintaining their Cotenancy Area and all landscaping planted on such Cotenancy Area in good and clean condition and repair and in such manner as not to create a fire, safety or health hazard to any part of Villages of Kapolei. The Sub-Association may assess each Owner of an interest in a Cotenancy Area his proportionate share of any expenses incurred by such Sub-Association in so maintaining the Cotenancy Area.



(e) No Owner shall convey an undivided interest in a Cotenancy Area separately from the Lot to which the undivided interest in the Cotenancy Area is appurtenant or convey the Lot to which the undivided interest in the Cotenancy Area is appurtenant without also conveying the undivided interest in the Cotenancy Area; provided, however, that all of the Owners of the Cotenancy Area may jointly grant an easement in favor of a Sub-Association over a Cotenancy Area or dedicate their respective undivided interest in the Cotenancy Area to a Sub-Association, the State of Hawai'i or City and County of Honolulu for public purposes, or to the Association to be held as Common Area if the Association is willing to accept the dedication. Upon acceptance of such conveyance by the State of Hawai'i or City and County of Honolulu, or by the Association, the Cotenancy Area so dedicated shall become Common Area.

5.07 Commercial Area: Uses and Restrictions.

Each Commercial Lot shall be for the exclusive use and benefit of its Owner and such Owner's various commercial tenants, subject, however, to the following covenants, conditions and restrictions:

(a) The Association, or its duly authorized agents, shall have the rights set forth in Section 7.05 with respect to each Commercial Lot.

(b) No improvement or other work, other than by Declarant or a Developer, which in any way alters the exterior of any structure erected on any Commercial Lot from its natural or improved state existing on the date the Commercial Lot was first conveyed in leasehold or in fee by Declarant or such Developer to an Owner, shall be made or done except in compliance with provisions of Section 5.08.

(c) Each Commercial Lot in a Commercial Area shall be used exclusively for commercial purposes as provided by Declarant in any deed or lease of such Commercial Lot or lease of space in Improvements on such Commercial Lot.

(d) Each Owner shall maintain or cause to be maintained all Improvements erected on his Commercial Lot in good and clean condition and repair in such manner as not to create a fire, safety, or health hazard to Villages of Kapolei or any part thereof, at such Owner's or lessee's sole cost and expense. Each Owner shall maintain or cause to be maintained in a neat and attractive condition any landscaping or planting strip or portion thereof lying between the sidewalk and the Road or the parking lot in front of or bordering his Commercial Lot.

(e) Each Owner will maintain or cause to be maintained in good repair any fence or wall along any Road boundary of his Commercial Lot which had been erected by Declarant or Developer, and will also maintain or cause to be maintained any fence or wall on his Commercial Lot erected by Declarant or Developer on or within two feet of any common boundary between his Commercial Lot and his neighbor's Commercial Lot. Each Owner with a fence or wall along such a common boundary shall be liable to the Owner of the adjoining Commercial Lot for half the cost of maintenance or repair of such fence or wall incurred by such Owner.

(f) **[THERE IS NO SUBSECTION (f)].**

(g) No Owner shall place or use or permit to be placed or used exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Commercial Lot and Improvements thereon.

(h) No Owner shall erect or permit to be erected any sign upon any Commercial Lot or Improvements on a Commercial Lot, including without limitation, commercial, political or similar signs, which sign does not conform to design standards approved from time to time by Declarant except with the prior written approval of the Design Review Committee.

(i) No Owner shall place, keep or maintain or permit to be placed, kept or maintained accessory tents, structures or buildings of a permanent nature upon any Commercial Lot.

(j) Each Owner shall not violate or permit the violation of his Commercial Lot of any applicable law or ordinance pertaining to zoning, buildings, fires, signs or other matter relating to the use and development of his Commercial Lot.

(k) No activity shall be undertaken upon any Commercial Lot or in or about any Commercial Lot which would unreasonably disrupt or impair the quiet enjoyment of any other Commercial Lot, and no unlawful activity shall be maintained on any Commercial Lot.

#### 5.08 Commercial Area: Construction and Alteration of Improvements.

No Owner other than Declarant or a Developer may construct, reconstruct, refinish, alter or maintain any Improvements upon, under or above any Commercial Lot or may make or create any Excavation or Fill on such Commercial Lot, or may make any change in the natural or existing surface drainage of such Commercial Lot, or may install any utility line (wire or conduit) on such Commercial Lot, except in compliance with the provisions of Section 5.03 (except such provisions which are clearly applicable only to residential Lots) and to the Design Rules and the Design Guidelines set forth in Exhibit C attached hereto.

#### 5.09 [SECTION 5.09 HAS BEEN OMITTED].

#### 5.10 Exempt Areas.

The provisions of Article V to the contrary notwithstanding, the restrictions on Improvements, use and occupancy set forth in Article V shall not apply to any Lot or Commercial Lot so long as such Lot or Commercial Lot is owned by or leased to any Governmental Agency, and used for a nonresidential public, governmental or public utility purposes, to the extent that such restrictions shall prevent reasonable use of such Lot or Commercial Lot for said purposes. All restrictions not preventing reasonable use for nonresidential public, governmental or public utility purposes shall continue to apply as if the Lot is used by a private Owner, including without limitation, all requirements of Design Review Committee approval regarding Improvements to be made by the Governmental Agency. On cessation of such nonresidential public, governmental, or public utility use, the restrictions of this Article V shall become applicable to the Lot. Declarant and the Association shall jointly have the power to release any Lot or other real property, temporarily or forever from any restrictions in this Article V if such waiver shall be necessary or advisable to obtain acceptance of such real property by the Governmental Agency; provided, however, that Declarant and the Association shall have no power to release any restriction in this Article V with respect to any Lot used for residential purposes. All Lots used for residential purposes shall be subject to all of the restrictions set forth in this Article V.

#### 5.11 Presumption of Compliance.

The following Improvements, Excavation, Fill and other work shall for purposes of the Restrictions be conclusively presumed to be in compliance with the provisions of this Article V:

(a) All Improvements, Excavation, Fill and other work existing or maintained on any Lot within the Community Area at the time such Lot became a part of the Community Area.

(b) All Improvements, Excavation, Fill and other work existing or maintained on any Private Area at the time such Private Area was first conveyed by Declarant or Developer to an Owner or a Sub-Association.

(c) All Improvements, Excavation, Fill and other work from time to time constructed, or maintained by Declarant or any Developer upon any Lot or Cotenancy Area in any Private Area, or upon any Common Area, or upon any Commercial Lot or Cotenancy Area in any Commercial Area.

#### 5.12 Agricultural Operations.

The Owner of each Lot and Commercial Lot by acceptance of a deed or lease for such Lot or Commercial Lot, shall be deemed to acknowledge that the Community Area is located near or adjacent to land and easements used for and in connection with the cultivation of sugar cane and diversified agricultural operations, including, but not limited to, open burning, percolating, evaporating, milling, generating power, trucking, plowing, hauling, fertilizing, grading, storage, herbicide, ripener, and pesticide spraying, crop dusting, water diversion, irrigating, and all other activities incidental to the planning, cultivating, harvesting and processing of crops, which may from time to time cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, and other substances and phenomena of every description (collectively the "Agricultural Effects") to be discharged, emitted, or transmitted over and upon the Property and the Community Area which may bother or be a nuisance to such Owner and any person occupying or using any Lot or Commercial Lot in the Community Area. Such Owner shall also be deemed to acknowledge that the Hawai'i Right to Farm Act (H.R.S. Chapter 165) and the Hawai'i law limit the circumstances under which farming operations may be deemed to be a nuisance. Such Owner, for itself, its heirs, personal representatives, successors, assigns, and any person using or occupying any Lot or Commercial Lot in the Property and the Community Area shall be deemed by acceptance of such deed or lease to waive, release and agree to indemnify and hold harmless the State of Hawai'i, Declarant, Developers, Oahu Sugar Company, Limited, The Estate of James Campbell, Deceased, and their respective officers, directors, employees, agents, successors and assigns from, any and all actions, claims for damages and costs (whether brought in nuisance, trespass, or any other area of law or equity, but excluding negligence), including attorney's fees, arising directly or indirectly out of or from the Agricultural Effects, and these provisions shall be included in subsequent conveyance of any Lot or Commercial Lot in the Community Area (provided, however, that Declarant as Owner of a Lot or Commercial Lot shall have no obligation to indemnify The Estate of James Campbell, Deceased).

## VI. DESIGN REVIEW COMMITTEE

### 6.01 Design Review Committee: Organization and Powers.

(a) The Board of Directors shall appoint and maintain a Design Review Committee to review and control the design and development of the Community Area, to adopt the Design Review Committee Rules, and to maintain the Design Guidelines for Villages of Kapolei.

(b) The number of Members (the “Members”) on the Design Review Committee shall be determined by the Board from time to time, provided that the number of Members established for the Design Review Committee shall at all times be not less than three nor more than nine. At least one Member of the Design Review Committee shall at all times be an Architect (the “Architect Member”). The Architect Member need not be an Owner. All other Members shall be Owners.

(c) The Members shall be appointed by the Board of Directors as herein provided. Except as otherwise provided herein, the Members shall serve two year terms and shall remain in office until a successor has been appointed by the Board. The terms of the Members shall be staggered so that in every consecutive two year period, one-half (or as close thereto as reasonably possible) of the terms will expire in one year and one-half (or as close thereto as reasonably possible) of the terms will expire in the other year. The Board shall be empowered to modify the length of the term of any Member to be appointed or reappointed under any provision herein, including, but not limited to, Section 6.01(e)(1), Section 6.01(e)(2), Section 6.01(e)(3), and Section 6.01(e)(4) below, as is necessary so as to create said staggered terms.

(d) The Board shall also designate at least two alternate Architect Members (the “Alternate Architect Members”) who do not need to be Owners, to act as the Architect Member in the absence or disability of the Architect Member. The Alternate Architect Members shall serve two year terms. Each Alternate Architect Member must be an Architect.

(e) The Board of Directors shall have the right from time to time to appoint and remove any or all Members and Alternate Architect Members of the Design Review Committee as follows:

(1) The Board of Directors, at a duly held Board meeting, may appoint a successor to fill any vacancy created by the natural expiration of the term of any Member or Alternate Architect Member.

(2) The death, resignation, or incapacity of a Member or Alternate Architect Member shall cause his position to become vacant. Upon the death, resignation, or incapacity of any Member or Alternate Architect Member, the Board, at a duly held Board meeting, may appoint a successor to serve for the remainder of the term of the Member or Alternate Architect Member whose position became vacant or such modified term as necessary to create staggered terms.

(3) The Board of Directors, at any duly held Board meeting, may remove any Member or Alternate Architect Member, with or without cause, and may thereafter at the same or at another duly held meeting, appoint a replacement Member or replacement Alternate Architect Member to serve for the remainder of the term of the Member or the Alternate Architect Member who has been removed or such modified term as necessary to create staggered terms.

(4) In the event that the Board of Directors votes to increase the number of Members, the Board, at a duly held meeting, shall appoint persons to fill the positions thus created.

(f) Any Member of the Design Review Committee may resign at any time upon written notice delivered to the Board.

6.02 Design Review Committee Meetings, Action, Compensation, Expenses.

The Design Review Committee shall meet from time to time as necessary to perform its duties. At all meetings of the Design Review Committee, Members representing a majority of the total number of positions then existing on the Design Review Committee, as established by the Board pursuant to Article VI, Section 6.01(b), shall constitute a quorum and the acts of a majority of the Members present at a meeting at which there is a quorum shall be the acts of the Design Review Committee; provided, however, that the Architect Member or in his absence or disability, an Alternative Architect Member acting in his place, shall have unilateral power to disapprove plans, drawings and specifications submitted to the Design Review Committee for approval pursuant to any section of Article V without the concurrence of any other Member except with respect to approvals required under section 5.05. The Design Review Committee shall keep and maintain a record of all actions taken from time to time. The Architect Member and the Alternate Architect Members shall receive reasonable fees for professional services rendered. The Design Review Committee may charge a reasonable fee for reviewing applications pursuant to the Design Review Committee Rules, except that no fees shall be charged to the Association. Fees charged by the Design Review Committee shall be paid to the Association and deposited into the Association's operating account to be used as determined by the Board from time to time. Unless otherwise authorized by the Board of Directors, the nonarchitect Members of the Design Review Committee shall not receive any compensation for services rendered. Provided the Board has approved the expenses, all Members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Design Review Committee function.

6.03 Design Review Committee Rules and Policies and Procedures.

The Design Review Committee may from time to time, with the written approval of the Board, adopt, amend and repeal rules and regulations comprising the "Design Review Committee Rules" to interpret and implement the provisions of the Design Guidelines and Article V pertaining to the design of Improvements to be approved by the Design Review Committee. The Board of Directors may from time to time suggest and/or recommend modifications to the Design Review Committee Rules for consideration by the Design Review Committee. The Association shall keep a current copy of the Design Review Committee Rules, as amended, available at all times at the office of the Association for inspection by any Owner or Owner's Architect. The Design Review Committee Rules and the Design Guidelines shall establish the standards for the construction of any residential or commercial building to be constructed or developed in the Community Area.

The Board of Directors may from time to time recommend and/or adopt policies and procedures to be followed by the Design Review Committee in carrying out its duties and responsibilities; provided, however, that said policies and procedures shall not be inconsistent with any provision of this Declaration, the Association's Articles of Incorporation or By-Laws, the attached Design Guidelines, or the Design Review Committee Rules.

6.04 Estoppel Certificate.

Any Owner may, upon payment to the Association of a reasonable fee to be determined from time to time by the Association, request that the Design Review Committee deliver

to such Owner within thirty (30) days of the request an estoppel certificate executed by any two of its Members in form determined by the Design Review Committee and suitable for Recording, certifying with respect to such Owner's Lot that, as of the date of its execution, either (a) all Improvements and other work done upon such Lot complies with the Restrictions, or (b) such Improvements and work does not so comply, in which event the certificate shall (1) identify the noncomplying Improvements and/or work, and (2) set forth the reason for such noncompliance. Any purchaser or mortgagee of such Owner shall be entitled to rely on the matters therein set forth in such certificate, such matters being conclusive as between the Association, the Owner and such purchaser or mortgagee.

6.05 Liability.

Neither the Design Review Committee nor any Member of the Design Review Committee shall be liable to the Association or to any Owner or to any other person for any damage or loss on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans and specifications, (c) the development of any Lot or of the Community Area, or (d) the execution and filing of an estoppel certificate pursuant to Section 6.04 or the accuracy of any facts stated therein; provided, however, that such Member has, acted in good faith. The Design Review Committee, or any Member may, but is not required to, confer with the Association or any Owner or his Architect with respect to any plans, drawings or specifications or any other proposals submitted to the Design Review Committee.

6.06 Non-existence of Design Review Committee.

In the event that at any time through death, absence from the State, resignation, or for any other reason, there shall not be sufficient Members of the Design Review Committee necessary to act on a particular matter for a period of at least twenty (20) days, then, until there shall again be sufficient Members of the Design Review Committee, the President or any Vice President of the Association, shall act for the Design Review Committee, and such officer's certificate that there had been no Design Review Committee, or that the required Members were not present, and that he was acting pursuant to the authority of this section shall be conclusive between the Association, the Owners, any purchaser, or, mortgagee. The President or a Vice President acting under this Section shall be entitled to employ an Architect (who shall be compensated pursuant to Section 6.02) to render technical advice.

**VII. VILLAGES OF KAPOLEI ASSOCIATION**

7.01 Organization.

The Association shall be organized as a nonprofit corporation under HRS Chapter 415B. The Association shall have the duties, obligations and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws.

7.02 Association Membership.

(a) Each Owner of a Lot within the Community Area shall be a member of the Association (hereinafter referred to as an "Association Member", the membership of such Association Member hereinafter referred to as the "Association Membership").

(b) For the purposes of determining Association Membership status, an "Association Member" shall include:

(1) the Owner of any Lot within the Private Area, excluding Declarant and any Developer. A Governmental Agency that owns a Lot that is exempt from assessments under Article VIII, Section 8.05(d) shall not be included in this Subsection (1) with respect to said Lot. A Governmental Agency shall be considered an Association Member with respect to any Lot owned by it where there is no exemption from the obligation to pay assessments.

(2) Declarant or any Developer, so long as Declarant or such Developer is the Owner of any Lot within the Community Area. However, this Subsection (2) shall not include any Lot owned by Declarant or any Developer covered under Subsection (b)(3) or Subsection (b)(4) of this Section 7.02.

(3) Declarant, with respect to: i) any Lot owned by Declarant upon which is situated an Apartment Building; ii) any Lot owned by Declarant after August 2, 2030; and iii) any Lot conveyed to Declarant after any conveyance by Declarant of said Lot or the land upon which said Lot is situated to any Developer or any other person, including, but not limited to, Lots conveyed to Declarant under any buy-back provision or any other provision of Chapter 201E, Hawai'i Revised Statutes, Lots conveyed to Declarant by way of a deed in lieu of foreclosure, Lots purchased by Declarant at foreclosure or other judicial sales, and Lots conveyed to Declarant in any arms-length transaction. Notwithstanding the foregoing, this Subsection (3) shall not include any Lot exempt from assessments as described in Section 8.03(d);

(4) Any Developer with respect to: i) any Lot conveyed to Developer after any conveyance by Developer of said Lot or the land upon which said Lot is situated to any person; ii) any Lot owned by Developer that has been fit for occupancy for more than twelve (12) months; and iii) any Lot owned by any Developer upon which is situated an Apartment Building.

(c) The Owner of any Commercial Lot shall have no right to Association Membership, but shall be subject to the restrictions and limitations of Sections 5.08 and 5.09 above.

(d) No Association Member shall be terminated, or his Association Membership forfeited, except upon transfer of his interest in the Lot in the Community Area which entitles him to Association Membership; provided, however, that upon execution, delivery and Recordation of a valid agreement of sale of interest in a Lot and delivery of a copy of such agreement of sale to the Secretary of the Association, the vendor's Association Membership and all voting rights and obligations incident thereto, shall be considered temporarily transferred to the vendee, such transfer becoming permanent upon subsequent execution, delivery and recordation of a deed or assignment of lease in satisfaction of said agreement of sale or reversioning equitable title in the vendor in the event of termination of said agreement of sale. No Association Member may withdraw, transfer or otherwise dispose of his Association Membership, except upon the conveyance, assignment or transfer (or transfer by agreement of sale) of a Lot to which Association Membership is appurtenant.

(e) There shall be two (2) classes of Association Membership as follows:

(1) Class A Association Members shall include all Owners described in Section 7.02(b)(1), Section 7.02(b)(3), and Section 7.02(b)(4) above; and

(2) Class B Association Members shall include Declarant and all Developers described in Section 7.02(b)(2) above.

Declarant's Class B Association Membership and all voting rights and obligations incident thereto shall cease and terminate upon the conveyance and transfer of all interest in the Community Area by Declarant to Developers, Owners, the Association and other third parties such that Declarant no longer retains any interest in the Community Area or August 2, 2030, whichever occurs first. In the event that Declarant continues to own any Lots in the Private Area as of August 2, 2030 which qualified Declarant as a Class B Association Member theretofore, Declarant's Class B Association Membership shall convert to a Class A Association Membership with respect to each Lot so owned and Declarant shall have the same voting rights and privileges and obligations as any other Class A Association Member with respect to said Lots.

A Developer's Class B Association Membership and all voting rights and obligations incident thereto shall cease and terminate with respect to a Lot upon the sale and transfer of such Lot by a Developer to the initial Owner of such Lot. A Developer's Class B Association Membership shall cease and convert to a Class A Association Membership with respect to a Lot if pursuant to Section 8.05 a Developer fails to certify to the Association at the time the Residence on such Lot is rendered fit for occupancy that such Developer is not retaining or taking title with the intent of holding such Lot for such Developer's own use or for resale later than twelve (12) months following the date of such certificate.

(f) The owner of an Apartment Building who is not an owner of the land upon which the Apartment Building is situated shall not be considered an Association Member with respect to said ownership of the Apartment Building. The owner of the Lot upon which the Apartment Building is situated shall be considered the Association Member with respect to said Lot and shall be fully responsible for complying and ensuring full compliance by the owner and occupants of the Apartment Building with all terms, covenants, conditions, and restrictions set forth herein. The occupants of Rental Units in an Apartment Building who do not own the land upon which the Apartment Building is situated shall not be considered Association Members with respect to said Rental Units. Said occupants shall have the same rights as occupants of other Lots with respect to the use of the Common Areas.

(g) An Association Member shall have all rights, duties, privileges and obligations of an Owner as set forth in this Declaration, and in the Articles of Incorporation and the By-Laws of the Association.

### 7.03 Voting Rights.

Association Members shall be entitled to vote as follows:

(a) Each Class A Association Member shall be entitled to one (1) vote for each Lot owned in Private Area. As provided hereinabove, for voting purposes, Rental Units shall be considered Lots. As such, a Class A Association Member who owns the land upon which an Apartment Building is situated shall be entitled to one vote per Rental Unit. No separate voting rights shall be given for ownership of the Lot upon which the Apartment Building is situated.

(b) Each Class B Association Member shall be entitled to one (1) vote for each Lot owned in the Community Area.

(c) There shall not be more than one vote per Lot or Rental Unit (in the case of an Apartment Building), regardless of the number of co-Owners thereof. If an Association Member is an Owner comprised of more than one person or entity, any one person or entity shall exercise the vote attributable to such Association Member in the absence of protest by the other co-



Owners. In case of protest, each co-Owner shall be entitled to vote its respective fraction of the one vote in proportion to the co-Owner's share of ownership in the Lot.

7.04 Duties and Obligations of the Association.

The Association shall have the following duties and obligations subject to the Restrictions, to be performed and for the maintenance and improvement of Villages of Kapolei for the benefit of the Owners:

(a) The Association shall consider as part of Villages of Kapolei all real property annexed to the Community Area pursuant to Sections 4.02, 4.03 and 4.07 and shall accept all Owners as Association Members.

(b) The Association shall acquire, accept and hold title to all Common Areas and other real property from time to time conveyed to the Association pursuant to Section 9.05. The Association may also acquire, accept and hold title to any other real, personal or mixed property; provided that Association shall not carry on any business or trade for profit. The Association may charge reasonable fees to Owners for use of the Recreational Facilities on the Common Areas to defray the costs of construction, maintenance, repair or operation of Recreational Facilities, or of other facilities owned by the Association, where permitted under the Internal Revenue Code of 1986, as amended from time to time.

(c) The Association shall maintain the Common Area and other property owned by the Association, including without limitation Recreational Facilities, drainage facilities, equipment, landscaping, Lots and easements designated or reserved for dedication to Governmental Agencies but held by the Association pending such dedication and all Improvements located on the Common Area and other property in good order and repair. The Association shall have no obligation to maintain in good order and repair any improvement constructed upon the Common Area by any Owner, but may compel such Owner to maintain such improvement.

(d) The Association shall accept and undertake to fulfill any delegation, responsibility or liability for the upkeep, repair and maintenance in good order of any property and Improvements, including drainage facilities and equipment and landscaping, within or adjoining the Community Area, which obligation, responsibility or liability is imposed by or exists by virtue of law or which is imposed by or exists by virtue of a private agreement entered into by Declarant or commitment made by Declarant to a Governmental Agency in the course of the development of the Community Area, whether or not the Association was or is made a party to such agreement or commitment;

(e) The Association shall accept and undertake the responsibility and obligation to upkeep, repair and maintain any area within the Community Area (whether or not such area is formally designated a Lot) for which such responsibility and obligation has been delegated to the Association by Declarant, or by a Developer with the consent of Declarant, provided that, (1) the area is intended to be conveyed to the Association as a Common Area, (2) the area is fully and completely developed for its intended use, (3) the area is available for use by all Owners within the Community Area or is of general benefit to the Community Area and (4) Declarant or a Developer gives the Association thirty (30) days prior written notice that responsibility for upkeep, maintenance and repair is being transferred to the Association.

(f) The Association shall pay all real property taxes and assessments levied upon any portion of the Common Area to the extent not assessed to or paid by the Owners.

(g) The Association may contract for, employ or otherwise provide security and refuse disposal services if such services are not provided by the City and County of Honolulu or other governmental agency, and if the cost for such services is assessed directly or indirectly against the Owners.

(h) The Association, acting through its Board, shall obtain and continue in effect if reasonably available the following policies of insurance:

(1) Blanket property insurance covering risks of direct physical loss or comparable coverage by whatever name denominated for all insurable improvements on the Common Area and on other areas to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full insurable replacement cost of the insured property; and

(2) commercial general liability insurance with respect to the Common Area and Improvements thereon, under policies for bodily injury, personal injury, property damage, advertising injury, with endorsements for general aggregate, products and completed operations liability for ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence or such other limits as the Association may from time to time establish with due regard to prevailing prudent business practices in Hawai'i.

The policy or policies of insurance referred to in subparagraph (2) above shall name as insureds (i) the Association and its officers, the Board and its members, the Design Review Committee and its Members and the employees of the Association, Board and Design Review Committee; and (ii) with respect to any liability arising out of the maintenance and use of the Common Area, the Owners. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies, provided, however, that such policy or policies shall not require the insured or insurers to pay any amounts in excess of the maximum limits stated therein. Each policy of insurance obtained by the Association shall expressly waive all rights of subrogation against Declarant and any Owner.

(3) Workers compensation and employers liability insurance if and to the extent required by law;

(4) Directors and officers liability insurance or equivalent Association liability insurance which may name the Association's Managing Agent and/or Manager as an additional insured;

(5) Commercial crime insurance, including but not limited to, fidelity insurance, in an amount determined by the Board in its best business judgment. Fidelity insurance policies shall contain an endorsement covering noncompensated individuals and may include the Managing Agent and Manager as an insured; and

(6) Such additional insurance as the Board in its best business judgment determines advisable, including, but not limited to, commercial auto insurance, commercial liability umbrella insurance, business income insurance, flood insurance, earth movement insurance, and boiler and machinery insurance.

The Association shall have no insurance responsibility for any part of property of any private amenity or property of Owners.

(i) The policies of insurance required under subsection (h) above may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. In the event of an insured loss, the deductible shall be treated as an expense of the Association or in the same manner as the premiums for the applicable insurance coverage.

(j) All insurance coverage obtained by the Association, through its Board, shall, if reasonably available:

(1) Be written with a company authorized to do business in the State of Hawai'i which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies, if any, as the Board requires;

(2) Be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Area shall be for the benefit of the Association;

(3) Not be brought into contribution with insurance purchased by individual Owner, occupants, or their mortgagees;

(4) Include an agreed amount endorsement if the policy contains a co-insurance clause; and

(5) Contain insurable replacement cost coverage.

(k) In addition, the Association, through its Board, may secure, if reasonably available, insurance policies providing the following:

(1) A waiver of transfer of recovery rights as to any claims against the Association's Board, officers, employees, and its Manager and the Owners;

(2) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) An endorsement preventing the Association's insurance carrier from invoking its "other insurance" clause to obtain any contribution from any insurance maintained by individual Owners;

(4) An endorsement requiring at least 30 days prior written notice to the Association of any cancellation, substantial modification or non-renewal;

(5) A provision vesting the Board with exclusive authority to adjust property losses; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

#### 7.05 Powers of Association.

The Association shall have all the powers set forth in the Articles of Incorporation, the By-Laws, and the Restrictions, and all powers conferred upon the Association by the Hawai'i Nonprofit Corporation Act, HRS Chapter 415B, as amended, subject, however, to limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation and By-Laws and in the Restrictions, to do all lawful things which may be authorized, required or permitted to be done by the Association under the Restrictions and to do and perform any and all acts which may

be necessary or proper for, or incidental to, the exercise of any of the purposes of the Association or for the health, safety and general welfare of the Owners of Villages of Kapolei. Without limiting the generality of the foregoing, the Association shall have the following express powers:

(a) The Association shall have all the powers set forth in the Restrictions, including, without limitation, the power to levy assessments on Association Members pursuant to Article VIII, to defray the cost of satisfying the duties and obligations and take any such action, whether or not expressly authorized by Restrictions, the Rules or the Design Review Committee Rules;

(b) In fulfilling any of its duties and obligations under the Restrictions, including without limitation, its duties and obligations for the maintenance, repair, operation and administration of the Common Area or in exercising any of its rights to construct Improvements or other work upon any Common Area and any Recreational Facility, the Association shall have the following power:

(1) to contract and pay for and provide for the construction of Improvements or other work upon Common Area, and to contract and pay for and provide for the maintenance, restoration and repair of all Improvements of whatever kind located on any Common Area, and to contract and pay for and provide for such other services as may be necessary or otherwise in carrying out its functions as set forth in Restrictions on such terms and conditions as the Association shall deem appropriate, and to pay and discharge all liens arising out of any work;

(2) to obtain, maintain and pay for such insurance policies or bonds as the Association may deem appropriate for the protection or benefit of Villages of Kapolei, the Association, the members of the Board, the Design Review Committee or the Owners;

(3) to contract and pay for or provide for such utility services including, without limitation, water, sewer, garbage disposal, refuse collection and recycling, electrical, telephone, community antenna television and gas service, provided such services are made available to all Owners on a commercially reasonable basis;

(4) to contract and pay for, or provide for the services of Architects, engineers, attorneys and certified public accountants and such other services as the Association may deem necessary;

(5) to contract and pay for, or provide for, fire, police and such other public safety and security as the Association may deem necessary for the benefit of Villages of Kapolei and the Owners; and

(6) to contract and pay for or provide for such materials, supplies, furniture, equipment and labor as the Association deems necessary, and to pay and discharge any and all liens from time to time placed or imposed upon any Common Area on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(c) The Association shall have the power and authority from time to time to convey to any Governmental Agency, public utility, private utility or third party for reasonable compensation or on such other terms as the Board may approve such easements, rights-of-way, parcels or strips of land in, on, over or under any Common Area, for the purpose of:

(1) constructing, directing, operating and maintaining roads, public streets, walks, driveways, parkways and park areas;

(2) installing, operating and maintaining poles, wires, conduits, transformers, switching terminals and other equipment for the transmission of electricity for lighting, heating, power, telephone, television and other purposes, and necessary facilities in connection therewith; and

(3) constructing, operating and maintaining public and private sewers, storm water drains, land drains and water systems, sprinkler systems, water, heating and gas lines or pipes and necessary facilities in connection with the foregoing.

(d) The Association may from time to time employ the services of a manager (the "Manager") to manage the affairs of the Association, and to the extent not inconsistent with the laws of the State of Hawai'i Nonprofit Corporation Act, the Association may delegate to the Manager any of its powers under the Restrictions, provided, however, that the Manager may execute any contract on behalf of the Association for a sum not to exceed \$10,000 or for the performance of any work or services, which work or services will be completed within sixty (60) days, and shall not have the power to sell, convey, mortgage or encumber any real or personal property of the Association other than unserviceable maintenance or recreation equipment.

(e) The Association may from time to time pay, compromise or contest any or all taxes and assessment levied against all or any part of the Common Area, or upon any personal property belonging to the Association, provided, however, that prior to the sale or disposition of any property to satisfy the payment of any such tax assessments, the Association shall pay and discharge the lien imposed with respect to such property.

(f) The Association, acting by and through its Board, may exchange, sell, convey, or otherwise dispose of, for cash or on such terms as the Board shall approve, any portion of the Common Area, with Improvements thereon, the retention of which property the Board has determined is no longer necessary, advantageous or beneficial for the Association; provided, however, that no such exchange, sale or other disposition of any real property shall be made without the affirmative vote at a meeting of the Association, duly called for such purpose, of not less than a two-thirds (2/3) interest of the Class A Members present at the meeting in person or by proxy. The notice for any such meeting shall describe the real property to be sold, exchanged, conveyed, or otherwise disposed of, the terms thereof, and shall give the reasons therefor. Any such sale, exchange, conveyance, or disposition of any Common Area shall be subject to an easement for ingress and egress in favor of any Lot which requires access through such Common Area. All proceeds, if any, of any sale, exchange, conveyance or disposition, less the expenses thereof, shall be invested by the Association in additional property acquired for the benefit of the Association, or in improving the properties of the Association.

Notwithstanding the foregoing or any other provision herein, the Association, acting by and through its Board, may purchase and sell real property that has not been classified as Common Area without a vote of the Association members. This includes, without limitation, the purchase of Lots at foreclosure auctions and on the open market and selling Lots so purchased by the Association, acting by and through its Board, upon such terms as the Board determines to be in the best interest of the Association. Any such real property purchased by the Association shall be held in the name of the Association.

Notwithstanding the foregoing, the Board shall have the right and authority to lease the Common Areas, Improvements thereon, and other real property owned by the

Association or any portion thereof for any period of five years or less without the approval of the Owners. The Board shall not enter into any lease of the Common Areas, Improvements thereon, or any other real property owned by the Association, or any portion thereof with a term in excess of five years without the affirmative vote at a meeting of the Association, duly called and held for such purpose, of not less than two-thirds (2/3) interest of the Class A Association Members present at the meeting in person or by proxy.

In addition to the foregoing and notwithstanding the provisions of Article V, Section 5.04(d) above, the Board shall have the right and authority, in its discretion, to permit Owners and occupants to reserve portions of the Common Area, including, but not limited to, portions of the Recreation Facilities and the private parks, for limited periods of time for such uses and purposes as the Board shall determine appropriate from time to time, including, but not limited to, for parties, weddings, picnics, social events, and/or educational events. The Board may adopt reasonable rules, regulations, and policies regarding the reservation and use of the Common Area, including, but not limited to the Recreational Facilities and private parks, and may impose fees and other costs in connection with said reservations, provided the imposition of said fees and costs shall not cause the Association to become a corporation for profit under applicable tax laws. The Board shall adopt and publish in the Association's newsletter a schedule of fees for the use of the Common Area, including, but not limited to, the Recreational Facilities and private parks from time to time. Notwithstanding the foregoing, the right of the Board to permit Owners and occupants to reserve portions of the Common Area shall at all times be subject to any limitations and restrictions set forth in any recorded private park dedication agreement with the City & County of Honolulu affecting said Common Area.

So long as the Common Area owned by the Association is not used as security for payment, the Board shall have the authority, from time to time, without being required to obtain the approval of the Owners, to: 1) enter into leases for equipment or other similar transactions; 2) borrow funds; 3) mortgage real property owned by the Association (except real property classified as Common Area); and/or 4) establish a line of credit on a revolving account.

The Board may secure a loan or line of credit by a mortgage on the Common Area owned by the Association upon obtaining the affirmative vote of two thirds (2/3) of the Class A members who are present in person or by proxy at a meeting of the Association at which a quorum is present, duly called and held for such purpose.

(g) The Association shall have the power and authority, at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Lot or Commercial Lot for the purposes of (i) maintaining and repairing any such Lot or Commercial Lot, if for any reason whatsoever the Owner of such Lot fails to maintain and repair such Lot or Commercial Lot in good condition and repair, (ii) removing any Improvement constructed, reconstructed, refinished, altered or maintained upon any Lot or Commercial Lot in violation of the provisions of these Restrictions, the Design Review Committee Rules or Design Guidelines and (iii) inspecting such Lot or Commercial Lot to determine compliance with these Restrictions, the Design Review Committee Rules or the Design Guidelines.

(h) The Association shall have the power and authority (but shall not be required) from time to time, in its own name or behalf or in the name and behalf of any Owner who consents thereto, to commence and maintain actions or suits to restrain and enjoin any breach or threatened breach of these Restrictions, the Design Review Committee Rules or the Design Guidelines, or to enforce by mandatory injunction or otherwise any of the provisions of these Restrictions, the Design Review Committee Rules or the Design Guidelines.

(i) All reasonable expenses incurred by the Association in exercising its rights under subsections (g) and (h) above, including court costs and attorneys' fees, shall be a special assessment levied pursuant to Section 8.04 against the Owner of the Lot or Commercial Lot whose violation of these Restrictions, the Design Review Committee Rules or the Design Guidelines resulted in the Association incurring expenses.

(j) The Association, through its Board, shall have the power and authority to regulate the use of any street, road, cul-de-sac, or other paved vehicular way owned by Declarant, provided Declarant has assigned the right to regulate said street, road, cul-de-sac, or other paved vehicular way to the Association.

(k) The Association, through its Board, shall have the power and authority to enter into use, lease, easement, license, and other forms of agreements (hereinafter in this subsection referred to as "agreements"), upon such terms and conditions as the Board determines appropriate, for the use of property not owned by the Association; provided that each agreement includes a provision permitting any party thereto to terminate the agreement at any time, with or without cause, upon not more than sixty (60) days written notice and provided further that HUD gives its approval to said agreement. Said property may be used for boat storage for Owners and occupants of Villages of Kapolei, storage of Association property, as a compost site, as a nursery for plants and vegetation for the Common Area, or any other purpose that the Board determines to be in the best interest of or for the benefit of the Association. The Association shall have all rights, duties, and privileges conferred or imposed upon it pursuant to the terms of any such use agreement including, but not limited to, the right and authority to lease said property to Owners or others or to permit Owners and others to use said property. The Board may purchase equipment for the use of said property, it may purchase policies of insurance to protect it and the Association from liabilities with respect to the property or the use thereof, it may make such improvements, alterations, and/or additions to the property as it determines appropriate, it may regulate the use of the property, and it may take all such action as it determines appropriate in the administration and operation of said property. All costs incurred in connection with any such agreement or the use, administration, regulation, or operation of said property, or in the exercise of any of the rights or powers of the Association in connection with said property shall be an expense of the Association.

(l) It is anticipated that in connection with the dedication of Roads or roadways to the City & County of Honolulu by Declarant, the City & County of Honolulu may require that the land adjacent to or in the vicinity of the Road or roadways and the improvements thereon be repaired and maintained by the Association notwithstanding that said land and improvements are not owned by the Association but are part of the land and improvements so dedicated to the City & County of Honolulu. In this event, the Association, acting by and through its Board, shall have the power and authority to agree to undertake the responsibility for the repair and maintenance of said land and improvements or any part thereof and may condition or limit any such agreement as the Board deems appropriate. In the event that the Association, acting by and through its Board, does agree to undertake the responsibility for the repair and maintenance of the land and improvements or any part thereof, the Association, acting by and through the Board, shall have the power and authority to make alterations, additions, and improvements to said land and improvements and to place thereon such signs as the Board determines appropriate; provided, however, that any such alterations, additions, improvements, or signs shall be subject to any ordinances, rules, regulations, or restrictions of the City & County of Honolulu and, provided further, that any alterations, additions, or improvements made by the Board on behalf of the Association or signs placed on said land and/or improvements shall require Design Review Committee approval to the extent that such approval would be required if said land and improvements were part of the Common Area. All costs incurred in connection with any such repair, maintenance, alteration, addition, improvement, or sign or in the exercise of any of the rights or powers of the Association in connection with said land and improvements shall be an expense of the Association.

7.06 Rules.

(a) The Board may from time to time adopt, amend and repeal rules and regulations to be known as the Rules to govern the following:

(1) the use of Common Area, including Recreational Facilities by any Owner or by the Family, invitees, licensees, or lessees of such Owner or by any other person;

(2) the use of Roads;

(3) the collection and disposal of refuse;

(4) the burning of open fires;

(5) the maintenance of animals within Villages of Kapolei; and

(6) the amount of the Initiation Assessment to be paid by each new Association Member.

(7) the Village V Cluster Driveways, as defined in the First Supplemental Declaration of Covenants, Conditions and Restrictions for Iwalani Village - Village V of the Villages of Kapolei recorded at the Land Court as Document 2258054, provided said rules are consistent with the provisions of said Supplemental Declaration, as amended from time to time.

(8) any street, road, cul-de-sac, or other paved vehicular way owned by Declarant, provided Declarant has assigned the right to regulate said street, road, cul-de-sac, or other paved vehicular way to the Association;

(b) Without limiting the scope of the rules that may be adopted pursuant to any other provision herein including, but not limited to, the provisions of Section 7.06(a)(1) - 7.06(a)(8) above, with respect to any Road defined in Article III, any Cluster Driveway referred to in Section 7.06 (a)(7) above, any street, road, cul-de-sac, or other paved vehicular way referenced in Section 7.06(a)(8) above, or any Common Area, the Rules may provide for:

(1) parking restrictions;

(2) maximum speeds for vehicular traffic;

(3) the time or times when commercial vehicles may be permitted to use Roads owned by the Association; and

(4) the types of vehicles other than passenger automobiles which may be permitted to use Roads owned or regulated by the Association.

**(c) [THERE IS NO SUBSECTION (c)].**

(d) The Association shall maintain a copy of the Rules as adopted, amended or repealed from time to time, certified by the secretary of the Association, and shall deliver a duplicate copy to each Owner on his acquisition of a Lot, and shall deliver a copy of each new rule or amendment of an existing rule and notice of repeal of any rule to each Owner. The Rules shall



be incorporated in and have the same force and effect as if they were a part of the Restrictions. Failure of any Owner to receive a copy of any rule, amendment of a rule, or notice of repeal of a rule shall not render such rule, amendment or repeal invalid.

7.07 Liability of Members of the Board.

No member of the Board shall be personally liable to any Owner, guest, invitee or to any other person, including the Declarant, for any error or omission of the Association, its employees, the Design Review Committee or the Manager of the Association, so long as such member has acted in good faith.

7.08 Exclusive Powers of the Association.

The Association, through the Board, shall have the exclusive authority to exercise the powers described in paragraphs (b) through (f) inclusive of Section 7.05.

7.09. Association Newsletters. The Association shall publish from time to time a newsletter covering Association business and events and other matters affecting the Association and the surrounding community. All Owners, as defined herein, shall be considered subscribers to the Association's newsletter and a copy shall be mailed to each Owner at the address of the Owner as shown in the Association's record of ownership. The cost of production and distribution of the Association newsletter shall be included in the Maintenance Assessments of the Association.

## **VIII. FUNDS AND ASSESSMENTS**

8.01 Operating Fund.

The Association shall maintain an Operating Fund into which the Association shall deposit all monies received by the Association, whether from Initiation Assessments, Maintenance Assessments, Special Assessments, income attributable to the Operating Fund or any other rents, charges or fees levied by the Association. The Operating Fund shall comprise the working capital of the Association from which the Association shall make all disbursements and discharge all liabilities in the exercise and performance of its duties and obligations under this Declaration and the Articles of Incorporation and By-Laws of the Association.

8.02 Initiation Assessment.

The Association shall charge to each Owner, except Owners exempt under Section 8.05, an Initiation Assessment upon such Owner taking title to a Lot from a Developer thereby becoming an Association Member. The Initiation Assessment shall be in addition to any other Assessments provided for in this Article VIII. The initial Initiation Assessment shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00). The Initiation Assessment may be increased or decreased pursuant to the Rules. For purposes of payment of the Initiation Assessment, each Rental Unit shall be considered a separate Lot.

8.03 Maintenance Assessment.

(a) The initial Maintenance Assessment for each Association Member of each class shall be FIFTEEN AND NO/100 DOLLARS (\$15.00) per month.

(b) No later than thirty (30) days prior to the commencement of each Fiscal Year beginning with the first Fiscal Year in which the first annual meeting of the Association

shall be held, the Board shall estimate the costs and expenses to be incurred by the Association during Fiscal Year in performing its duties and obligations including, but without limitation, the cost of utilities for the Common Area, janitorial services, trash disposal, repairs and maintenance, security, management, the cost of management contracts, supplies, wages and salaries of employees used in maintenance and general operations, payroll taxes (and similar governmental charges) with respect thereto, depreciation or rental of equipment used in operation and maintenance, accounting and bookkeeping expenses, the Association's legal fees and expenses and financing expenses relating to operation and management, and insurance premiums. In addition, the Board shall make a reasonable provision for contingencies, reconstruction and replacements and for alterations, modifications and improvements to existing Common Area and facilities, and for any development of substantial new Recreational Facilities, and for all fees and expenses of the Design Review Committee and its operations. The Board shall subtract from the above imposed expenditures the following sources of income:

(1) an amount equal to the anticipated balance (exclusive of any accrued reserves for contingencies and replacements) in the operating fund at the start of the Fiscal Year; and

(2) the estimated receipts for all user fees to be collected from users of Recreational Facilities or other facilities during the Fiscal Year.

The sum thus derived shall constitute the basis for determining the Maintenance Assessment for each Fiscal Year.

(c) In each Fiscal Year, the Board shall determine the per unit Maintenance Assessment by dividing the sum determined pursuant to subsection 8.03(b) by the sum of the following:

(1) the total number of Lots in the Private Area owned by Class A Associates Members, plus

(2) the total number of Lots in the Private Area owned by Class B Association Members, but excluding the number of Lots exempt from assessment pursuant to subsection 8.03(d).

For purposes of determining Maintenance Assessments, each Rental Unit in an Apartment Building shall be considered a separate Lot under Section 8.03(c)(1) above and Section 8.03(e)(1) below and the Owner or Owners of the Lot upon which an Apartment Building is situated shall be obligated to pay assessments on a per Rental Unit basis. No separate assessment shall be charged against the Lot upon which the Apartment Building is situated.

(d) The following real property in the Community Area shall not be subject to assessment: (1) the Property or portions of the Property not annexed into the Community Area; (2) any portion of the Property which has not yet been subdivided into individual residential Lots; (3) Lots upon which the construction of proposed Residences have not been completed and such Residences are not fit for occupancy; (4) Commercial Lots; (5) Common Areas; and (6) Cotenancy Areas. Notwithstanding any other provision herein, the owner of any real property that is not subject to assessment shall have no right to use the Recreational Facilities.

(e) In each fiscal year, the Board shall, by a majority vote at a meeting duly called for such purpose, determine the individual Maintenance Assessment to be paid by each Association Member by multiplying the per unit Maintenance Assessment by:

- (1) the number of Lots owned, in the case of each Class A Association Member; and
- (2) the number of non-exempt Lots owned in the case of each Class B Association Member.

The Board shall prepare and send to all Association Members the budget determined and Maintenance Assessment so determined.

(f) In the event the Board does not determine the Maintenance Assessment by the commencement of a Fiscal Year, the Owners shall continue to pay a Maintenance Assessment in the amount determined for the preceding Fiscal Year.

(g) If at any time during any Fiscal Year, the estimated Maintenance Assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may upon notice to all non-exempt Association Members levy a special Maintenance Assessment in the amount of such actual or estimated inadequacy which shall be assessed to the Owners in the manner set forth in subsection (e) above.

(h) An Owner's obligation to pay the Maintenance Assessment shall commence upon the later of annexation or at such time as such Owner's Lot is fit for occupancy pursuant to subsection 8.03(d). Owners shall pay the Maintenance Assessment to the Association in equal quarterly installments on or before the first day of each January, April, July and October, or in such other installments as the Board may designate.

(i) Any assessment charged pursuant to this Article to any Owner of an Apartment or a Lot within a Condominium will be in addition to any assessment or maintenance fees levied by any Sub-Association or association of Apartment Owners.

(j) All Condominiums with Apartments subject to this Declaration, except those for which declarations of condominium property regimes have already been Recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i which do not contain such a provision, shall include a provision in their respective declarations of condominium property regimes requiring the Condominium associations to collect from their respective members the Maintenance Assessments assessed against the respective Apartments pursuant to the provisions of this Declaration. Notwithstanding the foregoing, unless otherwise provided in said governing instruments of said Condominium associations, said Condominium associations shall not be liable for payment of such Maintenance Assessments as principals but only as the agent of the members of said Condominium associations to transmit said payments to the Villages of Kapolei Association on behalf of said members. Said Condominium associations shall not be required to initiate legal action to collect Maintenance Assessments assessed hereunder in the event of default by members of said Condominium associations. The Villages of Kapolei Association shall have all rights and remedies available hereunder and at law and/or in equity in the event of default by a Condominium unit owner in the payment of Maintenance Assessments assessed pursuant to the provisions of this Declaration. In addition, no holder of a mortgage on any Apartment shall be required to collect Maintenance Assessments nor shall the failure of any mortgagor to pay Maintenance Assessments constitute a default under the loan.

#### 8.04 Individual Special Assessments.

The Board shall levy a special assessment against any Owner whose acts or failure to comply with the Restrictions, the Rules or the Design Review Committee Rules or decisions

resulted in the Association expending monies from the operating fund to enforce the Restrictions, the Rules or the Design Review Committee Rules or decisions. Such assessments shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, interest, all costs of enforcement, and engineers', Architects', attorneys' and accounts' fees incurred by the Association.

#### 8.05 Association, Declarant and Other Exemptions.

The following Owners of Lots shall be exempt from assessments under this Article VIII as follows:

(a) the Association shall be wholly exempt;

(b) Declarant shall be wholly exempt except as follows: i) Declarant shall not be exempt from assessments with respect to any Lot owned by Declarant upon which is situated an Apartment Building; ii) Declarant shall not be exempt from assessments with respect to any Lot conveyed to Declarant after any conveyance by Declarant of said Lot or the land upon which said Lot is situated to any Developer or any other person, including, but not limited to, any Lots conveyed to Declarant under any buy-back provision or any other provision of Chapter 201E, Hawai'i Revised Statutes, Lots conveyed to Declarant by way of a deed in lieu of foreclosure, Lots purchased by Declarant at foreclosure or other judicial sales, and Lots conveyed to Declarant in any arms-length transaction; and iii) Declarant shall not be exempt from assessments with respect to any Lot owned by it after August 2, 2030. Notwithstanding the foregoing, this provision shall not be interpreted in any manner as to require Declarant to pay assessments with respect to any real property not subject to assessments as provided in Section 8.03(d) above;

(c) a Sub-Association shall be wholly exempt, except to the extent that the Sub-Association's governing instruments require the Sub-Association to collect and pay assessments to the Association;

(d) a Governmental Agency shall be wholly exempt with respect to any Lot owned by the Governmental Agency that is being used for a nonresidential public, governmental, or public utility purpose provided that said use is authorized by this Declaration. If said use is not authorized by this Declaration, said use shall not be permitted and no exemption from the obligation to pay assessments shall apply. This provision shall not exempt any Governmental Agency from the obligation to pay assessments with respect to any Lot owned by any Governmental Agency during any period of time that said Lot is not being used for a nonresidential public, governmental, or public utility purpose. Any Lot being used by any Governmental Agency for any residential purposes including, but not limited to, Lots used for Apartment Buildings, regardless of whether said Lot is also being used for a public, governmental, or public utility purpose shall be subject to assessments; and

(e) a Developer shall be exempt from the Initiation Assessment pursuant to Section 8.02, unless such Developer retains or takes title to a Lot, and fails to certify to the Association at the time the Residence on such Lot is rendered fit for occupancy that such Developer is not retaining or taking title with the intent of holding such Lot for its own use or for resale later than twelve (12) months following the date of such certificate.

#### 8.06 Default in Payment of Assessments.

(a) Each assessment under this Article VIII shall be a separate distinct and personal debt and obligation of the Owner of the Lot against which the assessment is made;

provided, however, that no Owner of a Lot shall have any personal liability for the payment of the debts and liabilities of the Association or for damage to any Common Area or any Lot not determined to be caused by such Owner. Each Owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed, is deemed to covenant and agree to pay such assessment to the Association. If the Owner does not pay any installment of such assessment or any other amount when due, the Owner shall be deemed in default. The amount of any unpaid assessment or other amount, together with the amount of any subsequent unpaid assessments or other amounts, including any unpaid late fee(s) imposed by the Board as set forth below, any unpaid interest at the maximum rate allowed by law, any unpaid fine(s), and any unpaid costs, including reasonable attorneys' fees, shall be and become an automatic lien upon the Lot or Lots of such Owner. Such lien shall be subordinate to the lien of any mortgage upon the Lot, provided said mortgage lien is valid and is recorded prior to the Recordation of a notice of default or notice of lien by the Association; provided, however, that no mortgagee shall be required to collect any assessment on a Lot. The Lot Owner's failure to pay an assessment shall not be deemed or constitute a default under any Insured Mortgage. With respect to any assessment imposed against an Owner of a Lot upon which is situated an Apartment Building, the assessment shall be the personal debt and obligation of the Owner of said Lot and the lien of the Association shall be upon the Lot upon which the Apartment Building is situated and the improvements, including the Apartment Building, thereon.

(b) The sale or transfer of any Lot in foreclosure of any such mortgage, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, shall extinguish the lien against the Lot as to payments of assessments which became due prior to such sale or transfer, but no such sale or transfer shall relieve such Lot or the purchaser or transferee from the obligation to pay prospective assessments nor shall such sale or transfer release the defaulting Owner from his/her obligation to pay sums due or preclude the Association from recovery of a judgment against said defaulting Owner for sums due and owing. In the case of a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid amounts assessed against the grantor or grantor's Lot for the grantor's share of assessments, and for any unpaid late fees, interest, costs, fines, attorneys' fees, and any other sums assessed by the Association, up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantor or grantee is, however, entitled to a statement from the Association setting forth the amounts due as against the grantor. The grantee is not liable for, and the Lot conveyed is not subject to a lien for, any unpaid amounts assessed by the Association against the grantor or the grantor's Lot in excess of the amount set forth in the statement, except as to the amount of any subsequently dishonored checks mentioned in such statement as having been received within the thirty-day period immediately preceding the date of such statement.

(c) The Association has an automatic lien, and may, in its discretion, Record a notice of default or notice of lien any time following the occurrence of a default. The Association may commence proceedings to enforce its lien at its discretion at any time upon default regardless of whether a written notice of default or notice of lien has been Recorded. The Association may foreclose its lien either by judicial or nonjudicial foreclosure, and the Association shall have the power and authority to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. The Association may also maintain a suit to recover a money judgment for unpaid assessments without foreclosing or waiving the lien on the Lot. The foregoing remedies shall be in addition to any other remedies provided by law or in equity for the enforcement of such assessment obligation.

(d) Upon the request of an Owner, the Association shall execute a certificate stating the amount of the unpaid assessments secured by the lien upon any Lot or Lots. Such

certificate shall be conclusive upon the Association and the Owner as to the amount of such unpaid assessment as of the date of the certificate. The Association may charge a reasonable fee for furnishing such certificate.

(e) If an Owner shall fail to pay any assessment when due, such Owner shall pay a late fee for each such default or defaults in such amount as shall be determined by the Board of Directors from time to time. Late fees shall be assessed on a specific day of each month established by the Board from time to time. All delinquent assessments shall bear interest at the maximum rate allowed by law from the date of such default until paid.

(f) All assessments, late fees, interest, expenses, costs, attorneys' fees, and other sums assessed against an Owner shall be promptly paid on demand to the Association by the Owner. The Board of Directors shall be authorized to adopt a policy whereby payments received from the Owners may be applied toward the indebtedness of such Owners to the Association in such order as the Board of Directors may specify. In the absence of the adoption of such a policy, payments from Owners shall be applied in the following order: (i) toward the payment of expenses, costs, and attorneys' fees assessed against the delinquent Owner; (ii) toward the payment of late fees and interest assessed against the delinquent Owner; and (iii) the balance remaining, if any, toward the payment of assessments. Such acceptance and application of payments shall not be construed as an "accord and satisfaction" or "compromise and settlement", or as a waiver of any rights the Association shall have against such Owner for any and all outstanding amounts due and owing to the Association and the Board of Directors, at its sole discretion, may refuse acceptance of any payment which may be insufficient to satisfy all amounts due and owing to the Association.

(g) If an Owner rents or leases the Lot owned by the Owner and is in default for thirty days or more in the payment of the Lot's share of Maintenance Assessments (*i.e.*, Association dues), other assessments, and/or other sums due, including but not limited to, attorneys' fees, costs, late fees, interest, and fines, the Board, for as long as the default continues, may demand in writing and receive each month, or any other period of time for rental payment as provided in the lease, from any tenant occupying the Lot or rental agent renting the Lot, an amount sufficient to pay all sums due from the Owner to the Association, but the amount shall not exceed the tenant's rent due at the time of demand.

(1) Before taking any action under this subsection (g), the Board shall give to the delinquent Owner written notice of the Board's intent to collect the rent owed. The notice shall:

- (i) Be sent both by first-class and certified mail;
- (ii) Set forth the exact amount the Association claims is due and owing by the Owner; and
- (iii) Indicate the intent of the Board to collect such amount from the rent, along with any other amounts that become due and remain unpaid.

2. The Owner shall not take any retaliatory action against the tenant for payments made under this subsection (g).

3. The Board may not demand payment from the tenant pursuant to this section if:

- (i) A commissioner or receiver has been appointed to take charge of the Lot pending a mortgage foreclosure;

foreclosure; or

- (ii) A mortgagee is in possession of the Lot pending a mortgage
- (iii) The tenant is served with a court order directing payment to a third party.

4. In the event of any conflict between this subsection (g) and any provision of Hawai'i Revised Statutes, Chapter 521, the conflict shall be resolved in favor of this subsection (g); provided that if the tenant is entitled to an offset of rent under said Chapter 521, the tenant may deduct the offset from the amount due to the Association, up to the limits stated in said Chapter 521. Nothing herein shall preclude the Owner or tenant from seeking equitable relief from a court of competent jurisdiction or seeking a judicial determination of the amount owed.

(h) If the Owner of a Lot which is owner-occupied, fails to pay Maintenance Assessments, other assessments, and/or other sums due, including but not limited to, attorneys' fees, costs, late fees, interest, and fines, the Association, acting by and through its Board, may, after sixty days written notice to the Owner of nonpayment of the amounts due, terminate the delinquent Lot's access to the common areas, including without limitation the Recreation Center and parks, and cease supplying the delinquent Lot with any and all services normally supplied or paid for by the Association.

1. Any terminated services and privileges shall be restored upon payment of all delinquent amounts owed, but need not be restored until payment in full is received.

2. The actions authorized herein may be taken in conjunction with or as an alternative to foreclosure proceedings under Section 421J-10.5(a), Hawai'i Revised Statutes.

## IX. MISCELLANEOUS PROVISIONS

### 9.01 Amendment of Repeal.

(a) Declarant may by written amendment at any time prior to annexation of all of the Property to the Community Area unilaterally amend or supplement:

(1) these Restrictions for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in this Declaration, or to supplement the provisions of this Declaration with respect to special use areas described in an Annexing Declaration;

(2) the general plan of Villages of Kapolei as described in Exhibit C; or

(3) the Design Guidelines contained in Exhibit D.

(b) These Restrictions and the attached Design Guidelines may also be amended or repealed by the affirmative vote of Owners, in person or by proxy, representing: (i) not less than seventy-five percent (75%) of the total voting power of the Class A Association Members who are present in person or by proxy at a duly called and held meeting of the Association at which a quorum, as defined in this section, is present; and (ii) not less than seventy-five percent (75%) of the total voting power of the Class B Association Members who are present in person or by proxy at said duly called and held meeting of the Association at which a quorum, as defined in this section, is present. The presence of Owners, in person or by proxy, representing at least: (1) twenty-five

percent (25%) of the voting power of the Class A Association Members or five hundred (500) Class A votes, whichever is less; and (2) twenty-five percent (25%) of the voting power of the Class B Association Members, so long as there are Class B Association Members, shall constitute a quorum for purposes of amending or repealing this Declaration. In the event that there are no Class B Association Members, subsection (ii) of the first sentence of this paragraph and subsection (2) of the second sentence of this paragraph as said provisions relate to Class B Association Members shall not be applicable to any amendment or repeal of this Declaration. The notice of such meeting shall state as a purpose the consideration of such amendment or repeal and shall include the proposed text of the amendment(s) in substantially the form to be adopted or identification of the provisions to be repealed. The Board shall be authorized to restate the provisions of this Declaration from time to time to include the provisions of any amendments duly adopted in accordance with the provisions herein and/or any provisions contained in any supplemental and/or annexing Declarations filed in accordance with the provisions hereof. In restating this Declaration, the Board may correct any misnumbering of provisions and any typographical or grammatical errors in this Declaration or in any amendment to this Declaration. The Board may also add diacritical marks, such as an 'okina or kahakō, in words where it determines it appropriate to do so. The Board may Record said restated Declaration in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i.

(c) The provisions of subsection 9.01(b) above to the contrary notwithstanding, no provision of this Declaration may be amended or repealed, the effect of which amendment or repeal would be to limit, abridge, modify or terminate any rights, easements, privileges and immunities of Declarant, any Developer or any Owner of a Commercial Lot, or any authority and powers reserved to Declarant, any Developer or any Owner of a Commercial Lot, unless Declarant, all affected Developers, and all affected Owners of Commercial Lots consent in writing to such amendment or repeal prior to the consideration of such amendment or repeal.

#### 9.02 Enforcement, Non-Waiver.

(a) The Association or any Owner shall have the right to enforce any of the covenants, conditions, restrictions, obligations, liens and charges now or hereafter imposed by the Restrictions upon other Owners or upon any property within the Community Area, and the costs of enforcement, including court costs and attorneys' fees, shall be paid by any Owner who violated any such restriction, covenant, condition, or restriction or failed to pay and satisfy when due any such lien or charge.

(b) No Owner or the Association shall have any right to enter upon the Lot or Commercial Lot of any other Owner or to abate any nuisance or enforce any provision hereof against another Owner or the Association until reasonable notice and demand has been given to the Owner of the Lot or Commercial Lot to cure or rectify the violation involved, provided that no notice need be given if the violation involved poses an immediate threat of personal injury or property.

(c) The Association or any Owner shall have the right to enjoin or abate every act or omission constituting a violation of any condition, covenant or restriction of the Restrictions, which violation is hereby declared to constitute a nuisance to be abated, by the Association or by an Owner pursuant to subsections (a) and (b) above. Insofar as any breach of these Restrictions may not adequately be compensated by the recovery of damages, the Association in addition to all other remedies available at law or in equity, may require and shall be entitled to the remedy of injunction to restrain or abate any such violation or breach or any threatened violation or breach by any Owner.

(d) Each remedy provided for in the Restrictions is cumulative and non-exclusive.



(e) The failure in any case to enforce the provisions of any covenant, condition, restriction, obligation, lien or charge of the Restrictions shall not constitute a waiver of any right to enforce any such provision of the Restrictions in any other case with respect to any Owner or Lot. No right of action shall accrue in favor of any Owner against the Association or Declarant for or on account of any failure by the Association or Declarant to bring any action on account of any violation or breach, by any Owner of the provisions of these Restrictions, the Design Review Committee Rules or the Design Review Committee Rules or the Design Guidelines.

9.03 Construction, Compliance with Laws, Severability, Singular and Plural, Titles.

(a) All of the covenants, conditions and restrictions of the Restrictions shall be liberally construed to promote and effectuate the purposes of Villages of Kapolei as set forth in the recitals to this Declaration.

(b) No provision of the Restrictions shall excuse any person from observing any law or regulation of any Governmental Agency having jurisdiction over such person or over Villages of Kapolei. If all uses to which a Lot may be devoted under the provisions of the Restrictions are illegal under the applicable zoning ordinances or statutes, an Owner may use his Lot for any purpose which is lawful under such ordinance or statute, subject, however, to all other provisions of the Restrictions which lawfully apply to the Lot.

(c) If any provision of the Restrictions is held to be invalid or unenforceable, the validity and enforceability of the other provisions will remain unaffected.

(d) The singular shall include the plural and the plural shall include the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter as the context requires.

(e) The titles of sections and paragraphs herein are inserted only for convenience and reference and shall in no way define, limit or described the scope or intent of any provision of the Restrictions.

9.04 Subdivision and Consolidation and Conversion of Apartment Building Into Condominium or Cooperative.

No Lot within the Community Area shall be subdivided or consolidated and resubdivided by any Owner, other than Declarant or Developer, or other than the dedication or granting of easements by the Association or any Owner, without the prior written approval of the Design Review Committee. The Design Review Committee shall review the proposed subdivision or consolidation and resubdivision for compliance with the Restrictions. The Design Review Committee may charge a reasonable fee for review as determined by the Design Review Committee. If the approval of the Design Review Committee is given, the Design Review Committee shall certify its approval on a copy of the subdivision map.

Declarant may convert any Apartment Building into a condominium property regime formed under Chapter 514A, Hawai'i Revised Statutes. In such instance, Declarant may subdivide the Lot upon which the Apartment Building is situated without the approval of the Design Review Committee in connection with said conversion. In the event of such conversion, the building shall no longer be considered an Apartment Building. Each condominium unit shall be a Lot as defined herein and the owner of each condominium unit shall be an Owner and shall have all rights afforded to and all obligations imposed on Owners of Lots in the Private Area. The conversion of

any Apartment Building by any one other than Declarant into a condominium property regime shall require approval of the Design Review Committee and the Board of Directors.

Declarant may convert any Apartment Building into a cooperative housing corporation, subject to the approval requirements set forth herein. In this event, each unit of the cooperative housing corporation shall be a Lot as defined herein and the lessee under the proprietary lease for each unit shall be an Owner and shall have all rights afforded to and all obligations imposed on Owners of Lots in the Private Area. Conversion of any Apartment Building into a cooperative housing corporation shall require approval of the Design Review Committee and the Board of Directors. The Design Review Committee and the Board of Directors may condition its approval upon the adoption of the necessary amendments herein to clarify the rights and obligations of the cooperative housing corporation and the proprietary lessees.

9.05 Conveyance of Common Area; Reservation of Easements and Rights-of-Way and Classification of Land Area.

(a) The Association shall acquire, accept and hold all real property and interests in real property conveyed as Common Area by the Declarant, or by a Developer upon obtaining Declarant's prior written consent, provided that the Association shall acquire, accept and hold title to real property in fee subject to the following exception, liens and encumbrances:

(1) the lien of any non-delinquent real property taxes and assessments;

(2) easements and rights-of-way on, over or under all or any part of such real property as may be reserved to Declarant or a Developer with Declarant's consent or granted to any Owner or Sub-Association in accordance with the Restrictions;

(3) easements and rights-of-way on, over or under all or any part of such real property as may be reserved to Declarant or to a Developer or to an Owner for access to real property contiguous to the Common Area, or to be granted to or for the benefit of a Governmental Agency, the State of Hawai'i, the City and County of Honolulu, or any public utility, Sub-Association, or to any Lot for the purpose of constructing, erecting, operating and maintaining Roads, poles, wires, pipelines or ditches for lighting, electricity, telephone, gas, community antenna television, water, sewer, irrigation and storm water transmission and any other utility systems;

(4) easements for Roads, poles, wires, pipelines or ditches for lighting, electricity, telephone, gas, community antenna television, water, sewer, irrigation and storm water transmission and any other utility systems in favor of public utilities, Governmental Agencies, Sub-Associations or individuals; and

(5) any other lien, encumbrance or defect in title (other than a lien to secure an obligation to pay money) which would not materially prejudice the Owners in their use and enjoyment of such real property.

(b) Declarant or a Developer upon obtaining Declarant's consent may change the land classification of any real property not previously designated as Common Area of which Declarant or such Developer is the Owner, and may convey such real property to the Association pursuant to the provisions of Section 4.03 and this Section 9.05. The Association shall accept the same, and upon acceptance such real property shall become Common Area.

(c) The Association may accept dedication of the Common Area in a Village prior to the recordation of the first Insured Mortgage of a Lot in such Village.

(d) All Owners of any real property within the Community Area which is not a Common Area may petition the Association to accept a dedication of such real property as a Common Area. The Association may accept the same if the Board finds the use of such real property to be of benefit to all Association Members or to the members of a Sub-Association. Such real property shall become Common Area upon acceptance.

(e) Following the conveyance of Common Area by Declarant or by a Developer to the Association, Declarant or such Developer may, without the approval of the Design Review Committee, construct, reconstruct, refinish or alter any Improvement upon or make or create any excavation on or fill upon or change the natural or existing drainage of or remove or plant any trees, shrubs or ground cover upon such Common Area if Declarant or such Developer shall determine that any such work (1) is reasonably necessary for any utility installation serving any property within Villages of Kapolei, (2) is reasonably necessary for the construction of any facility for use by the Owners, (3) is desirable in order to provide access to or to enhance the use and enjoyment of the Common Area, or (4) is desirable to preserve any property which constitutes a part of Villages of Kapolei.

9.05.1. Conveyance of Common Areas to Association.

Except for any encumbrances reserving easements that are reasonably necessary for utility and access purposes, the Common Areas shall be conveyed to the Association free and clear of all encumbrances.

9.05.2. Conveyance of Common Areas Subject to Easements for Access by Lots.

If ingress or egress to any Lot is through a Common Area, any conveyance or encumbrance of such Common Area shall be subject to the Owner's easement for ingress and egress.

9.06 Assignment of Powers.

Except as otherwise provided herein, Declarant may delegate, transfer, assign or release to the Association or a Developer any rights and powers vested in Declarant pursuant to the Restrictions and the Association or such Developer shall accept the same upon the recording by Declarant of a notice of such delegation, transfer, or assignment or release. Declarant shall be prohibited from assigning any or all of its Class B voting rights to any person; provided, however, that this provision shall not be deemed to prevent Declarant from giving a proxy to another person to vote on its behalf at meetings of the Association.

9.07 Condemnation of Common Area.

If any portion of the Common Area or any interest therein shall be taken by eminent domain or by purchase in lieu of eminent domain, the entire award and compensation shall be paid to the Association. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party or otherwise in any proceedings relating to such condemnation.

9.08 HUD Approval of Actions.

Any provision contained in this Declaration to the contrary notwithstanding, so long as:

- Mortgage, and
- (a) any Lot in the Community Area is subject to the lien of an Insured
  - (b) any Lot in the Community Area is owned by a Class B Association Member,

HUD must approve any of the following actions:

- (1) any annexation of portions of the Property or other real property not within Villages of Kapolei to the Community Area,
- (2) any dedication of Common Area to Governmental Agencies, and
- (3) any amendment to these Restrictions.

9.09 Obligations of Owners, Avoidance, Termination.

No Owner through his non-use of any Common Area, including any recreational facility, or by abandonment of his Lot, may avoid the burdens or obligations of ownership imposed on him by the Restrictions.

9.10 Notices, Documents, Delivery.

Whenever notice is required, reasonable notice shall be deemed to be five (5) days. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by first class mail prepaid postage, or by hand delivery, or by facsimile telecopier with a copy sent by first class mail, to any Owner at the address of the Owner as shown in the Association's record of ownership or the address of the Lot owned by the Owner if no other address has been designated, to the Declarant at 677 Queen Street, 3rd Floor, Honolulu, Hawai'i or such other address as may be designated by Declarant from time to time for receipt of notices, and to the Association, the Board of Directors, or the Design Review Committee at the address of the Association's Managing Agent or Manager or such other address as is designated by the Association, the Board, or Design Review Committee for receipt of notices from time to time. Any such address may be changed from time to time by serving notice to all other parties as above provided. Service of such notice or demand shall be deemed complete on the date of actual delivery or at the expiration of the second day after the date of mailing, whichever is earlier.

9.11 Governing Law.

These Restrictions shall be governed by and construed in accordance with the laws of the State of Hawai'i.

9.12 Persons.

The reference to a person or persons or Owner or Owners shall include natural persons, corporations, limited liability companies, unincorporated associations, partnerships, limited

liability partnerships, joint ventures, governmental entities, eleemosynary corporations, and/or any other form of entity recognized by law.

## **X. MERGER WITH NEHOA ASSOCIATION**

The Association, created and existing pursuant to this Declaration, as amended and supplemented from time to time, and the Nehoa Association, created and existing pursuant to that certain Declaration of Protective Covenants, Conditions and Restrictions for Nehoa ("Nehoa Declaration") filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document No. 1752835, as amended, have merged. The Association (i.e., Villages of Kapolei Association) is the surviving corporation. The following provisions are added to address the maintenance, repair, and use of specific areas formerly constituting a part of the Nehoa Association.

10.1 Notwithstanding any other provision herein and subject to the right of the Association, through its Board to elect otherwise as stated in Section 10.1(a) below, the Association shall have the exclusive right, at all times to: (1) landscape and re-landscape the Nehoa Landscape Easement Areas, including, but not limited to, planting and re-planting any trees, shrubs, or ground cover and otherwise improving the Nehoa Landscape Easement Areas; (2) install sprinkler systems within the Nehoa Landscape Easement Areas; (3) water, irrigate and maintain and keep in good condition all trees, grass, lawns, plantings, landscaping and other Improvements located on the Nehoa Landscape Easement Areas; (4) trim and restrain all trees, shrubs, and plantings within the Nehoa Landscape Easement Areas so that they shall not exceed any applicable height limits, or overhang or otherwise encroach upon any walkway or street; (5) maintain in good condition and repair the walkways and sprinkler systems within the Nehoa Landscape Easement Areas; (6) maintain in good condition and repair and adequately paint or otherwise finish all walls, fences, hedges, landscaping, and other Improvements located on the Nehoa Landscape Easement Areas; and (7) repair, maintain, replace, improve, alter, and/or add to the Nehoa Roadway Areas; PROVIDED, HOWEVER, that the Association shall not, without the prior written consent of the Design Review Committee: (a) relocate, replace, alter, or remove or allow to be relocated, replaced, altered, or removed any wall, fence, hedge, or Improvement placed within the Nehoa Landscape Easement Areas; or (b) construct or allow to be constructed any additional wall, fence, hedge, or Improvement within the Nehoa Landscape Easement Areas, and PROVIDED, FURTHER, that the Association shall not be obligated to landscape or maintain such portions of the Nehoa Landscape Easement Areas as are not visible from any street within Villages of Kapolei or which are located behind any wall, fence, hedge, or Improvement placed within the Nehoa Landscape Easement Areas. In addition, the Association shall have, and by virtue of the acceptance of any right, title or interest in any Lot, each Owner is deemed to have granted to the Association, a nonexclusive easement and right to use water from the water lines serving the Lot and electricity from the electrical system serving the Lot for the purpose of watering and irrigating the Nehoa Landscape Easement Areas located on the Lot and/or the landscaped Common Areas immediately adjacent thereto, if any. Each Owner shall allow the Association to enter upon his Lot and to connect such hoses, sprinklers and other watering devices as the Association may require for such purposes, and also to connect timing and any similar devices required for the operation of any automatic sprinklers or other watering devices to such Owner's electrical system. To the extent that any portion of the Nehoa Landscape Easements encumber any property not covered by this Article X or its subsections, the Association shall maintain such areas, unless otherwise provided herein, in the same manner as Common Areas of the Association.

(a) Notwithstanding the foregoing, the Association, by and through and in the sole discretion of its Board of Directors, may elect from time to time, for any period or periods of time, to require Owners of Lots subject to the Nehoa Landscape Easements (as opposed to the Association as provided above), at their sole cost and expense, to: (1) landscape and/or re-landscape

(which includes, but is not limited to, planting and re-planting any trees, shrubs or ground cover and otherwise improving) all or any portion of the Nehoa Landscape Easement Areas on their respective Lots; (2) install, maintain in good condition and repair, replace, and/or improve sprinkler systems within the Nehoa Landscape Easement Areas on their respective Lots or any portion thereof; (3) water, irrigate and maintain and keep in good condition all trees, grass, lawns, plantings, landscaping and other Improvements located on the Nehoa Landscape Easement Areas on their respective Lots or any portion thereof; (4) trim and restrain all trees, shrubs and plantings within the Nehoa Landscape Easement Areas on their respective Lots or any portion thereof so that they shall not exceed any applicable height limits, or overhang or otherwise encroach upon any walkway or street; (5) maintain in good condition and repair the walkways within the Nehoa Landscape Easement Areas on their respective Lots or any portion thereof; and/or (6) maintain in good condition, repair, replace, improve, adequately paint and/or otherwise finish all walls, fences, hedges, landscaping, and other Improvements located on the Nehoa Landscape Easement Areas on their respective Lots or any portion thereof; PROVIDED, HOWEVER, that the Owners shall not, without the prior written consent of the Design Review Committee, make any alterations, additions, improvements, or exterior changes to the Nehoa Landscape Easement Areas or relocate, replace, alter, or remove or allow to be relocated, replaced, altered, or removed any wall, fence, hedge, or Improvement placed thereon or construct or allow to be constructed any additional wall, fence, hedge, or Improvement within the Nehoa Landscape Easement Areas; PROVIDED FURTHER, that the Owners of the Lots affected by the Nehoa Landscape Easements shall at all times comply with all provisions, including all applicable approval requirements, of this Declaration, the Design Guidelines, the Design Review Committee Rules, and all other restrictive covenants, rules, and regulations whatsoever affecting their respective Lots unless clearly contrary to this Article X; and PROVIDED FURTHER, that any election by the Association, by and through its Board of Directors, to require Owners to undertake the duties and responsibilities set forth in this Section 10.1(a) shall not be deemed a waiver or relinquishment of any right or rights of the Association, including, but not limited to, any right with respect to or under any Grant of Easement, Nehoa Landscape Easement, or Nehoa Landscape Easement Area. Notwithstanding the foregoing or any other provision herein, if during any period of time that the Owners are required to undertake any of the duties and responsibilities set forth in this Section 10.1(a), the Association, in the sole discretion of its Board of Directors, determines that it is in the best interest of the Association that the Association undertake said duties and responsibilities or any portion thereof, the Association may so undertake such duties and responsibilities or any portion thereof, provided that the Association shall first give written notice of its intent to do so in the manner provided in Section 10.1(c) below. For purposes of Section 10.1 above and this Section 10.1(a), references to the Nehoa Landscape Easement Areas (including, but not limited to, references to Nehoa Landscape Easement Areas located on [the] respective Lots) shall include the planting strips or portions thereof, if any, lying between the sidewalk and the street bordering such Lots to the extent that such areas are covered by the Landscape Easements even though the planting strips may not constitute a part of the Lots.

(b) In the event that any Owner, during any period of time that the Association, by and through its Board, has elected to require Owners to undertake the duties and responsibilities set forth in Section 10.1(a) above, fails to exercise such duties and responsibilities, the Association, through its Board of Directors or designated representative(s), shall have the right, but not the obligation, to go upon said Owner's Lot and the Nehoa Landscape Easement Areas (without being deemed guilty of trespass) and to undertake such duties and responsibilities. In such event, the cost and expense thereof may be imposed as an Individual Special Assessment against said Owner. In addition to the foregoing, in the event that any Owner fails to exercise the duties and responsibilities imposed on such Owner under Section 10.1(a) above, the Association shall have all rights and remedies available to it under the provisions of this Declaration, the Design Guidelines, the Design Review Committee Rules, and all other governing instruments of the Association. The Association shall also have all rights and remedies available to it at law and/or in equity.

(c) Upon the merger of the Villages of Kapolei Association and the Nehoa Association, the obligations for repair and maintenance of the Nehoa Landscape Easements Areas shall be as they were immediately prior to the effective date of the merger. This means that if the Nehoa Association had exercised its right to require Owners to maintain and repair such areas and such policy was in force as of the date of merger, that shall be the policy in force immediately upon merger. However, said policy is subject to change upon notice as set forth herein.

The Association, by and through its Board, shall send written notice to the Owners of the Lots affected by the applicable Nehoa Landscape Easements at least 60 days prior to the effective date of any election: 1) to require Owners to undertake any or all of the duties and responsibilities set forth in Section 10.1(a) above; or 2) of the Association during any period of time that Owners are undertaking any or all of the duties and responsibilities set forth in Section 10.1(a) to resume undertaking such duties and responsibilities or any portion thereof. Said notice shall be mailed to the address of the Owners as shown in the Association's record of ownership and shall be deemed given on the date mailed.

(d) In the event that the Association, by and through its Board, elects to maintain, repair, replace, improve, alter, or add to the Nehoa Landscape Easement Areas or any portion thereof, or to undertake any other duty or responsibility set forth in Section 10.1 above, the Association may assess all costs and expenses incurred in connection therewith against the Owners of the Lots whose Nehoa Landscape Easement Areas are affected as determined by the Board from time to time. The Board of Directors of the Association shall make the determination, from time to time, whether to assess said costs and expenses against said Owners or to pay for the same at the expense of the Association. In the event that the Board elects to assess the Owners for said costs and expenses, said costs and expenses may be assessed on a regular periodic basis or on an as needed basis, as determined to be necessary from time to time by the Board of Directors. The Board shall have the right to establish reserves for said costs and expenses and to assess the Owners therefor. If the Nehoa Landscape Easement Areas maintained by the Association affect more than one Lot, the cost thereof may be apportioned among the Owners of the affected Lots in an equitable manner as determined by the Board from time to time. In the event that any Owner fails to pay any such assessment when due, the Association shall have all rights and remedies available to it under the provisions of this Declaration and all other governing instruments of the Association, including, but not limited to, filing a lien for nonpayment of the assessment and foreclosure thereon in like manner as a mortgage of real property. The Association shall also have all other rights and remedies available to it at law and/or in equity.

(e) The Association shall assess all costs and expenses incurred in connection with the repair, maintenance, replacement, improvement, alteration of, or addition to the Nehoa Roadway Areas against the owners of the 95 Lots described in Exhibit "1" attached hereto. Said costs and expenses shall be proportioned so that each of the 95 Lots described in Exhibit "1" shall be assessed 1/95th of said total costs and expenses. The Owners of said 95 Lots shall be responsible for payment of said costs and expenses assessed against their respective Lots in the same manner as Maintenance Assessments. Said costs and expenses may be assessed on a regular periodic basis or on an as needed basis, as determined to be necessary from time to time by the Board of Directors. The Board shall have the right to establish reserves for said costs and expenses and to assess the Owners therefor. In the event that any Owner fails to pay any such assessment, the Association shall have all rights and remedies available to it under the provisions of this Declaration and all other governing instruments of the Association, including, but not limited to, filing a lien for nonpayment of the assessment and foreclosure thereon in like manner as a mortgage of real property. The Association shall also have all other rights and remedies available to it at law and/or in equity.

10.2 Exclusive Use of Nehoa Landscape Easement Areas. Subject to the Association's right of access and use for purposes set forth in this Declaration, including without limitation the right to maintain, landscape, and improve and subject to all rights, easements, grants, and privileges of the Association set forth in any grant of easement for said Nehoa Landscape Easements, the exclusive use of those portions of the Nehoa Landscape Easement Areas located on particular Lots shall be reserved to the Owner or Owners from time to time of those Lots, which exclusive right of use shall be appurtenant to and shall pass with title to such Lots.

10.3. Exclusive Use of Nehoa Roadway Areas. Subject to the Association's right to maintain, landscape, replace, improve, alter, or add to the Nehoa Roadway Areas, its right to promulgate rules governing the Nehoa Roadway Areas, its right to grant easements, licenses, and rights-of-way as may from time to time be required for the purpose of providing water, sewage disposal, garbage collection, gas, electrical, telephone, television cable, fire protection, security, mail delivery, drainage and other utility and support services to the Property or any portion thereof, the exclusive use of the Nehoa Roadway Areas shall be reserved to the Owners from time to time of the Lots intended to be benefitted thereby, as set forth in Exhibit "1", which exclusive right of use shall be appurtenant to and shall pass with title to such Lots.

10.4 Parking Requirements. No Owner or guest or any other person shall keep or park or permit to be kept or parked any automobile, mobile home, boat, trailer, truck, camper or other vehicle in or on any Nehoa Roadway Area.

10.5 Speeding/Rules. Vehicles shall not be driven at speeds in excess of five (5) miles per hour on any Nehoa Roadway Area.

10.6 Adoption of Rules and Regulations/Grant of Easements, Etc. The Association, by and through its Board, shall be authorized to adopt, amend, and repeal, in whole or in part, reasonable rules and regulations governing the use of the Nehoa Roadway Areas as it determines to be necessary or convenient from time to time. In addition to all other rights granted to the Association under any grant of easement, conveyance instrument, or other instrument granting legal rights, the Association shall have the right to grant easements, licenses, and rights-of-way over the Nehoa Roadway Areas as may from time to time be required for the purpose of providing water, sewage disposal, garbage collection, gas, electrical, telephone, television cable, fire protection, security, mail delivery, drainage and other utility and support services to the Property or any portion thereof.

10.7 Other Property of Nehoa Association. Upon the merger of the Villages of Kapolei Association with the Nehoa Association, all property, real and personal, of the Nehoa Association shall become the property of the Villages of Kapolei Association. Any real property owned by the Nehoa Association and not expressly referred to herein will become a part of the Common Area of the Association upon such merger. All monies transferred from the Nehoa Association to the Villages of Kapolei Association upon the merger shall be used first to pay any outstanding indebtedness of the Nehoa Association. Any remaining funds or funds thereafter collected on any account of the Nehoa Association or paid to the credit of the Nehoa Association shall be held and used for the benefit of the Owners of the 95 Lots identified in Exhibit "1". Said monies ("Nehoa Funds") shall be used exclusively toward the cost of the repair, maintenance, replacement, improvement, alteration of, or addition to the Nehoa Roadway Areas; provided, however, that in the event that the Villages of Kapolei Association elects to maintain the Nehoa Landscape Easement Areas of each of the 95 former Nehoa Lots, described in Exhibit "1", and to charge the owners of said Lots for the same, then said funds may also be used to pay said costs and expenses. However, if the Association maintains the Nehoa Landscape Easement Areas on less than all of the 95 Lots, the cost thereof shall be assessed separately against the affected Owners or paid



by the Association, at the election of the Board, and shall not be paid from the Nehoa Funds. Nothing herein is intended to limit or restrict the right of the Association to use Association funds for the purpose of paying for the cost of the repair, maintenance, replacement, improvement, alteration of or addition to the Nehoa Landscape Easement Areas or Nehoa Roadway Areas; provided, however, that, except as otherwise provided herein, the Association shall thereafter assess the cost thereof against the Owners of the affected Lots in the manner provided above.

## **XI. IMPOSITION OF FINES**

11.01 Imposition of Fines. The Board of Directors shall have the right, in addition to any other right set forth in this Declaration, the Articles of Incorporation, By-Laws, Design Guidelines, Design Review Committee Rules, or Association Rules, to impose monetary fines upon Owners, tenants, and any other person using or coming upon the Property or any part thereof for any purpose whatsoever, for violations of this Declaration, the Articles of Incorporation, By-Laws, Design Guidelines, Design Review Committee Rules, or Association Rules or any statute, ordinance, or applicable requirement of any governmental entity, in accordance with a reasonable schedule of fines to be imposed in a fair and impartial manner. The Board of Directors may authorize the Managing Agent, the Manager, or other persons designated by the Board from time to time, to impose the aforementioned fines in accordance with such schedule. Notice of the initial schedule of fines and each new schedule of fines, including any amendments thereto, shall be published at least once in an Association newsletter prior to the imposition of any fines thereunder. Said newsletter shall be mailed to all Owners at their address as shown in the Association's record of ownership. Failure to receive said newsletter shall not invalidate the schedule of fines or any fines imposed in accordance with this provision.

The unpaid amount of such fines against any Owner shall constitute a lien against his interest in his Lot which may be foreclosed by the Association through its Board of Directors in the same manner as provided herein for Maintenance Assessments.

The Board shall adopt and may amend from time to time, appeal procedures to be followed by persons who believe that they have been wrongfully or unfairly fined. The Board shall publish the initial appeal procedure and any amendments thereof at least once in the Association's newsletter before implementing the appeal procedure or any amendment thereof. Said newsletter shall be mailed to all Owners at their address as shown in the Association's record of ownership. Failure to receive said newsletter shall not invalidate any fines imposed in accordance with this provision.

PROPERTY SUBJECT TO DECLARATION

All of those certain parcels of land situate at Honouliuli, Ewa, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

ITEM I:

Lots 5349 (220-A-3)	14.628 acres;
5350 (220-A-4)	476.670 acres;
5351 (220-A-5)	22.890 acres;
5352 (220-A-6)	1.889 acres;
5353 (220-A-7)	0.506 acres;
5354 (220-A-8)	0.496 acres;
5355 (220-A-9)	1.829 acres; and
5356 (220-A-10)	0.492 acres;

(being a consolidation of Lot 220-A-1, as shown on Map 499, and Lot 84-C, as shown on Map 118, as set forth by Land Court Order No. 97282), together with Easements 2312 to 2318, inclusive, as shown on Map 505, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

ITEM II:

Lots 84-E, area 0.036 acres, as shown on Map 118;  
221, area 3.678 acres, as shown on Map 36;  
299, area 25.560 acres, as shown on Map 45;  
300, area 0.829 acres, as shown on Map 45; and  
301, area 0.413 acres, as shown on Map 45, filed with said Land Court Application No. 1069; and  
2, area 3.727 acres, as shown on Map 1, filed with Land Court Application No. 1828 of the Trustees under the Will and of the Estate of James Campbell, deceased.

ITEM III:

Lots 5357 to 5542, inclusive (being a subdivision of Lot 220-A-2, as shown on Map 499, as set forth by Land Court Order No. 97414), together with Easements 2319 to 2343, inclusive, as shown on Map 507, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being the lands described in Transfer Certificate of Title No. 341.501 issued to HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic in the State of Hawaii.

EXHIBIT A

INITIAL COMMUNITY AREA

All of those certain parcels of land situate at Honouliuli, Ewa, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

ITEM I:

Lots 5349 (220-A-3)	14.628 acres;
5352 (220-A-6)	1.889 acres;
5353 (220-A-7)	0.506 acres;
5354 (220-A-8)	0.496 acres;
5355 (220-A-9)	1.829 acres; and
5356 (220-A-10)	0.492 acres;

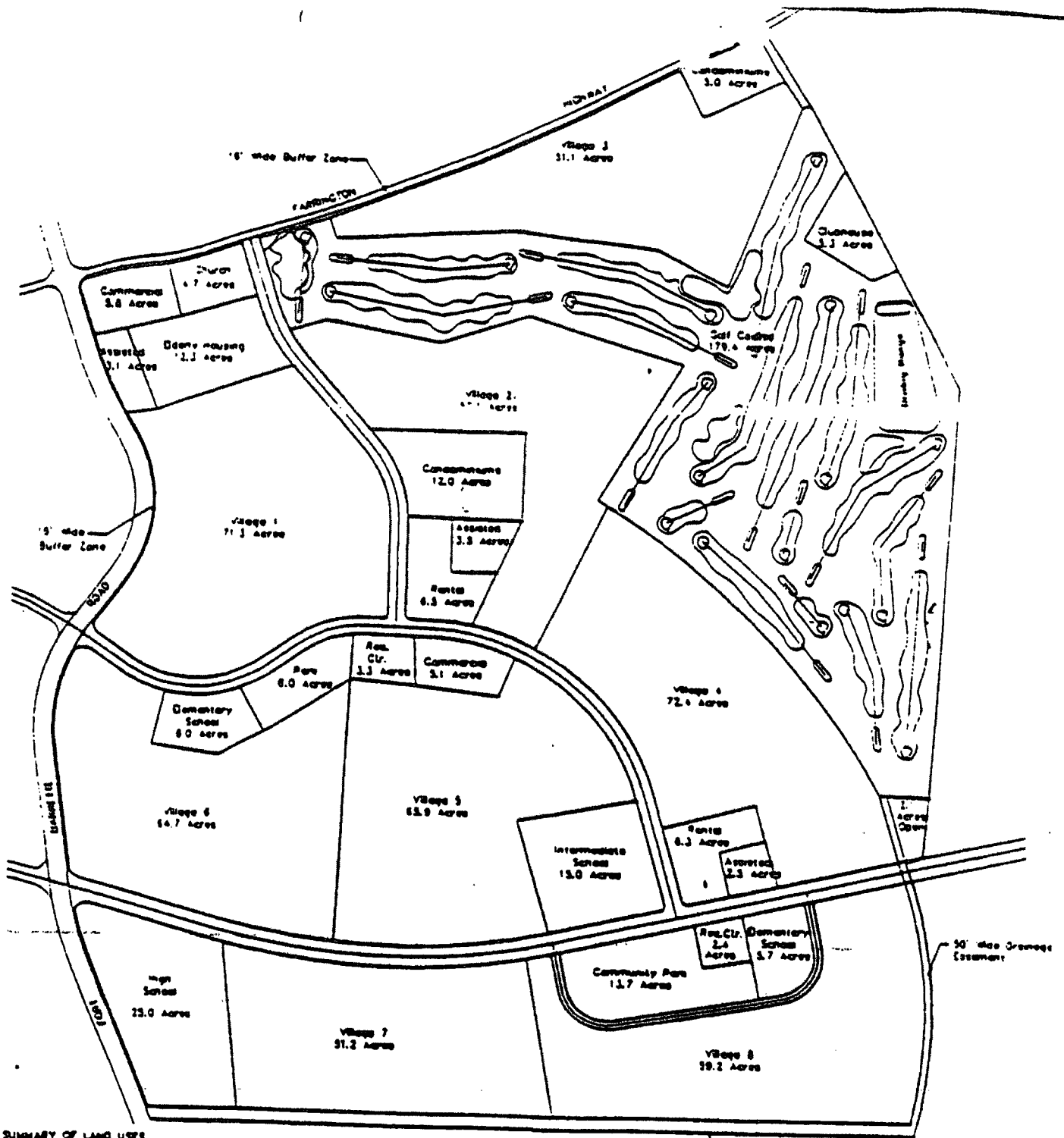
(being a consolidation of Lot 220-A-1, as shown on Map 499, and Lot 84-C, as shown on Map 118, as set forth by Land Court Order No. 97282), together with Easements 2312 to 2318, inclusive, as shown on Map 505, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

ITEM II:

Lots 5357 to 5524, inclusive (Lots 1 to 168, inclusive);  
5525 to 5528, inclusive (Lots 520 to 523, inclusive); and  
5529 to 5541, inclusive (Lots 527 to 539, inclusive);

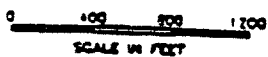
(being a subdivision of Lot 220-A-2, as shown on Map 499, as set forth by Land Court Order No. 97414), together with Easements 2319 to 2343, inclusive, as shown on Map 507, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being a portion of the lands described in Transfer Certificate of Title No. 341,501 issued to HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic in the State of Hawaii.



**SUMMARY OF LAND USES**

LAND USE	ACREAGE
Parks	48.6
Easements/Buffer Zone	17.7
Villages (8)	487.9
Rentals (2)	12.8
Assisted (3)	9.1
Elderly	12.3
Condominiums	12.0
Commercial (2)	10.9
Church	1.7
Community Park	13.7
Neighborhood Park	6.0
Elementary School (2)	11.7
Intermediate School	15.0
High School	25.0
Recreation Center	5.7
Clubhouse	5.3
Cafeteria	179.3
Open	2.1
<b>TOTAL</b>	<b>884.7</b>



# THE VILLAGES OF KAPOLEI

## LAND USE PLAN

TAX MAP KEY: 9-1-16- 23 & POR. 25

R. M. TOWILL CORPORATION  
AUGUST 1988

# Design Guidelines

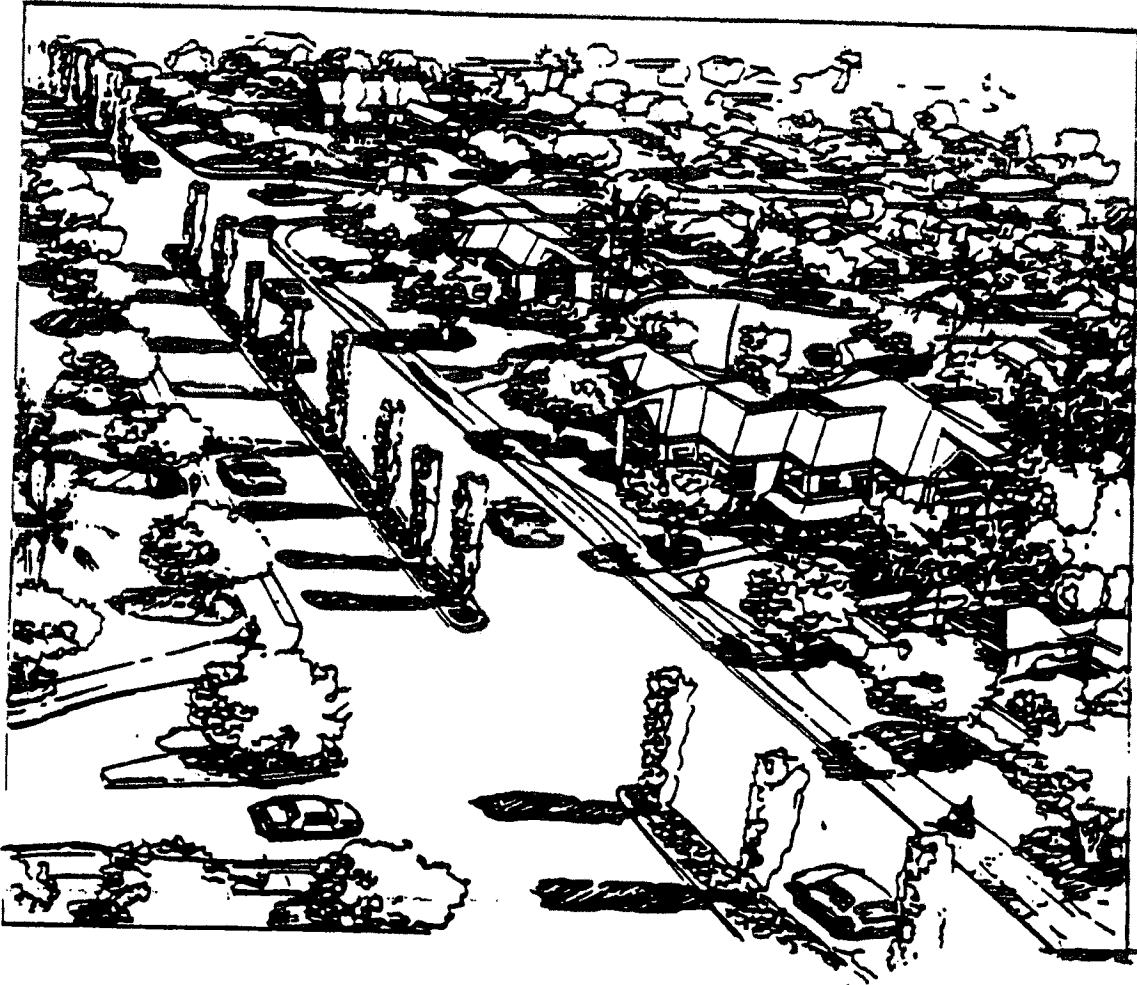


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# Kapolei Village

# KAPOLEI VILLAGE DESIGN GUIDELINES

## INTRODUCTION



These design guidelines have been prepared by The Housing Finance and Development Corporation (HFDC) to provide the Developer/Builder for each residential village with general design parameters along with some specific requirements. It is the intent of these guidelines to provide the Builder with a great deal of flexibility in designing an interior village while ensuring a certain level of continuity throughout. Where the guidelines say "may," this is permissive, but "shall" and "will" are mandatory unless written approval has been obtained from HFDC to make a change from the guidelines.

All site plans, housing plans and elevations, walls, fences, signs, lighting, entry treatments and landscaping and irrigation plans must be approved by the HFDC Design Review Committee (DRC).

Some of the presentations are suggestions or concepts offered for your consideration. The intent of providing these suggestions and concepts is to increase communication between HFDC and the Builder. The Builder is encouraged to discuss concepts and ideas with the staff. Originality as well as new and innovative concepts will be given careful consideration by the HFDC staff.

The goal of HFDC for Kapolei Village is to "develop a quality residential community at a cost which will provide the majority of the housing for families which are currently unable to purchase homes on the open market." These guidelines have been prepared with these goals in mind. If you, the Builder, have any suggestions for additions or changes, we encourage you to discuss these ideas with our staff.

The guidelines have been divided into three sections:

1. Single-family Residential Standards
2. Multi-family Residential Standards
3. Street and Infrastructure Standards.

All plans must be approved by the Design Review Committee prior to or in conjunction with the public agency processing. Concepts, preliminary plans and elevations should be approved by the Committee before starting final plans.

A Declaration of Covenants, Conditions and Restrictions (CC&R's) has been or will be recorded for Kapolei Village. The Builder is advised that there are design constraints within the CC&R's.

Villages may have different housing mixes. Special effort is expected from the Builder's consultants to achieve a compatible blending of these housing mixes into a well-planned and developed community.

## SINGLE FAMILY DETACHED RESIDENTIAL

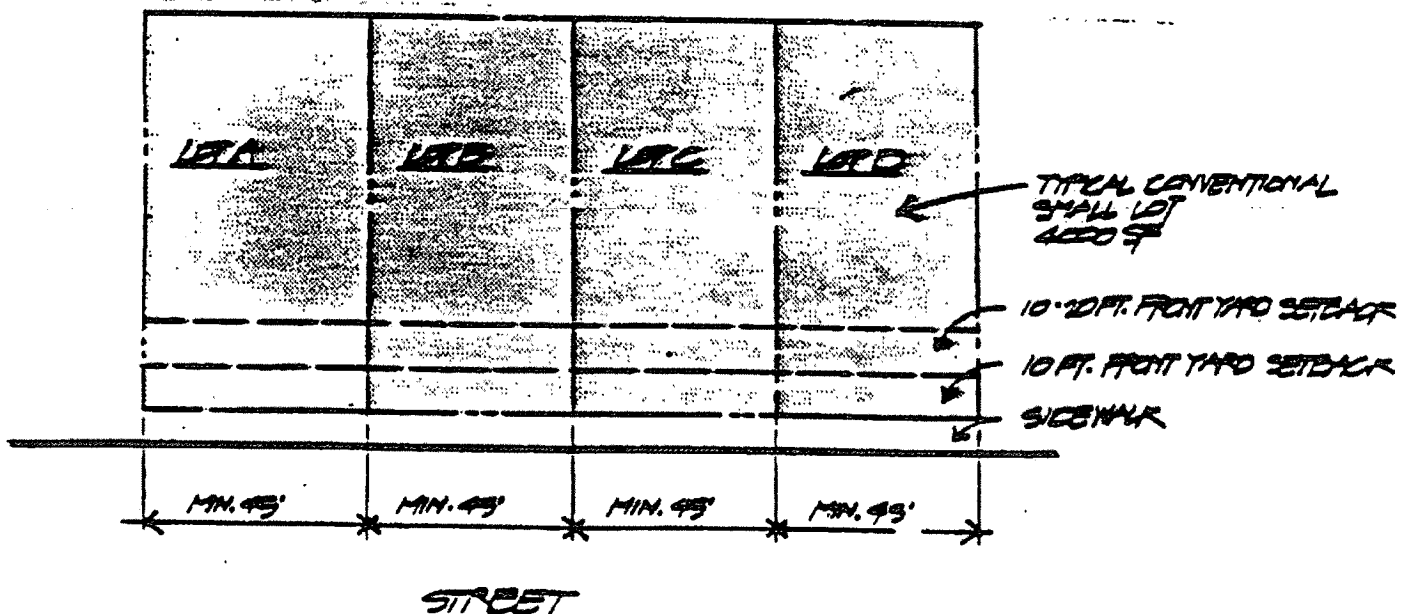
The dream of most prospective home purchasers in Hawaii is to own a single family detached house with a private yard and a two-car garage. This is a reality which HFDC hopes to achieve providing approximately three-quarters of the dwelling units at Kapolei Village to meet this demand.

However, due to the relatively high densities which are needed to make the overall development feasible, innovative planning and design will be required to provide the quality which is so necessary to create a successful neighborhood and community. In order to meet these density requirements while still providing single-family detached homes, these guidelines offer three different lot planning concepts:

Conventional Small Lots - These lots (which can also take the form of zero-lot-line home sites, Z-lots, angled lots and zipper lots) contain a detached home connected to a garage with direct driveway access to the street in front. Although this is the preferable layout and should be the dominant lot type throughout Kapolei Village, minimum widths for these types of lots have been imposed in order to reduce the visual impact of garage doors on the neighborhood street scene. These minimum widths may impose density constraints which make it difficult to achieve the required unit count for each village.

### Conventional Small Lots:

- Minimum lot width at front yard setback: 45 feet
- Desirable minimum lot size: 4,000 square feet

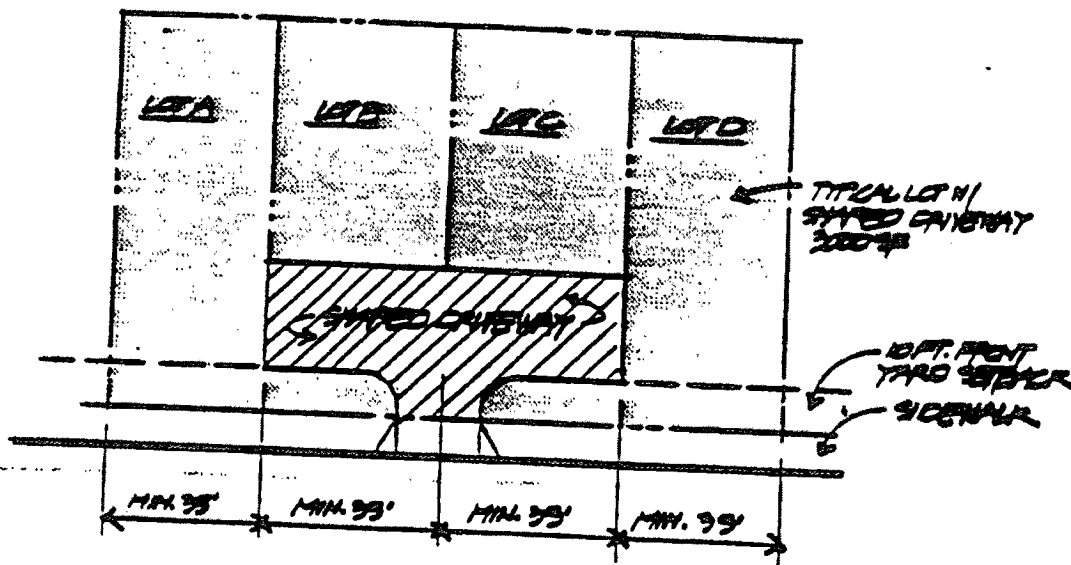




Lots with Shared Driveways - These guidelines permit narrower and smaller lots for detached single family homes that share driveways through the use of central motor courts for two to four units. Since garage doors do not dominate the street scene in this condition, narrower lots and higher densities may be possible if needed to achieve the required unit count. In addition, these types of lots are preferable to conventional small lots along major internal entry and collector roads where the number of residential driveways and backing movements into traffic should be minimized.

Lots with Shared Driveways:

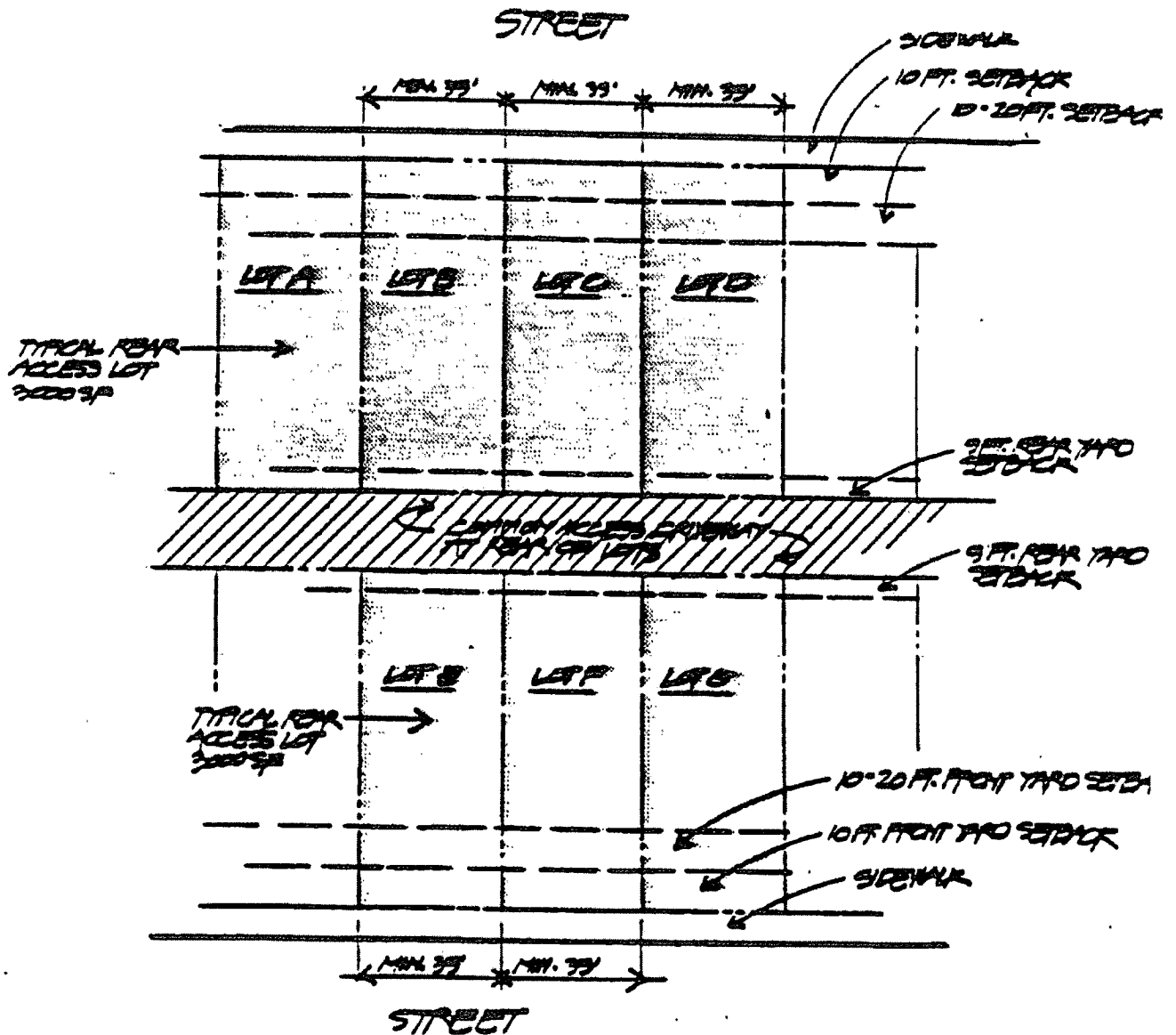
- Minimum lot width at front yard setback: 35 feet
- Desirable minimum lot size: 3,000 square feet



**Rear Access Lots** - Narrower and smaller lots are also permitted if the garages are placed at the rear of the lot and accessed by an alley. This allows the front of each house to dominate the street scene rather than the garage doors, and it eliminates all driveways, making it even better for entry or collector road frontage. However, care must be taken to design the alleys in such a way that they are not narrow strips of asphalt or concrete lined with garages and garbage cans.

**Rear Access Lots:**

- Minimum average lot width: 35 feet
- Desirable minimum lot size: 3,000 square feet



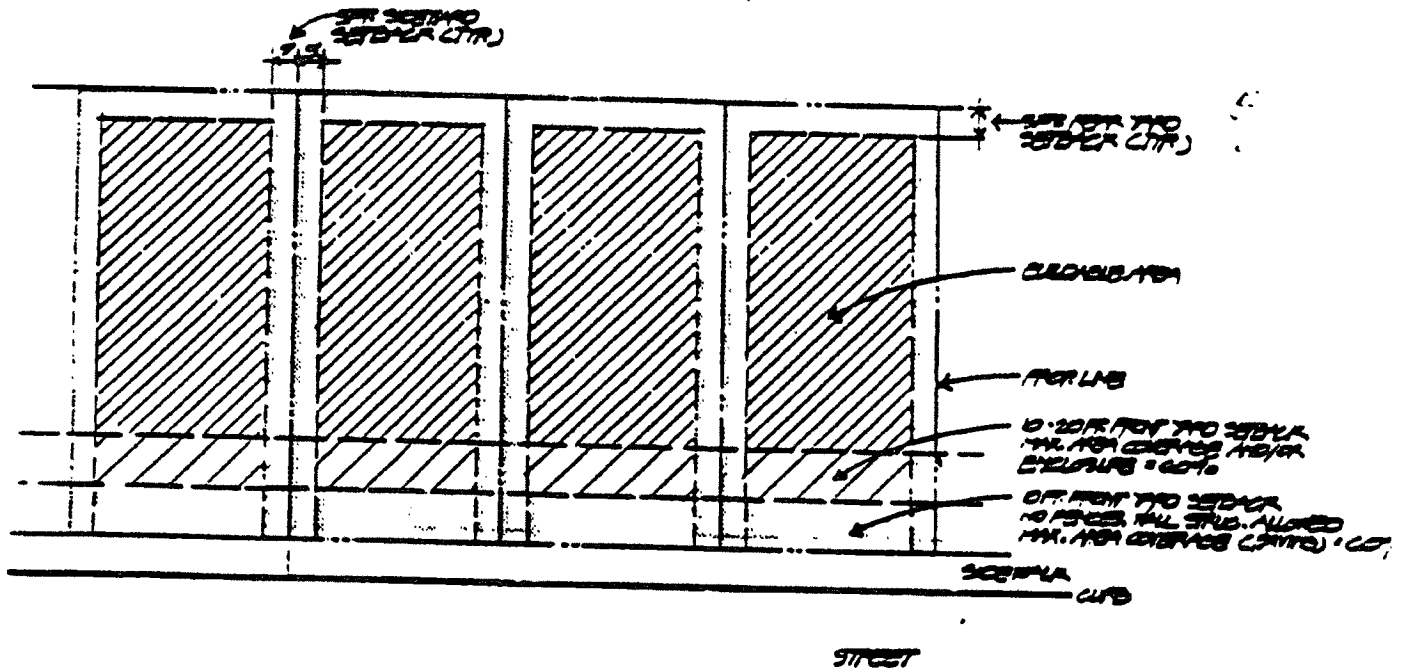
Other lots:

Pie-shaped lots, flag lots and other odd-shaped parcels shall be avoided except where conventional layouts or access cannot be efficiently provided.

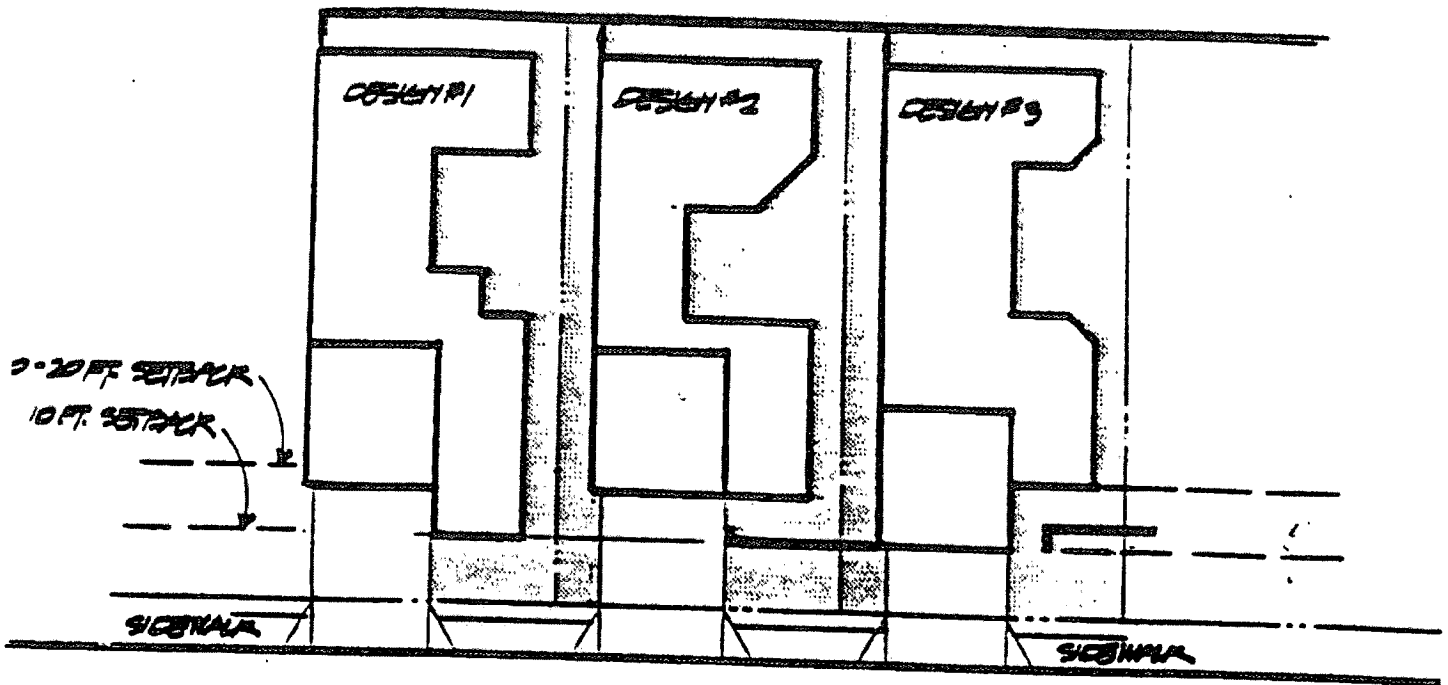
- Minimum average lot width: 45 feet
- Desirable minimum lot size: 5,000 square feet

**Setbacks and Coverage**

Front, side and rear yard setbacks shall follow City and County standards for zero lot line subdivisions. In addition, the following requirements shall be met:



1. No fences, walls or structures of any kind may be placed within 10 feet of the front property line, and no more than 60% of this area may be covered by driveways, walkways and other impervious surfaces.
2. Between 10 and 20 feet of the front property line, no more than 60% of the area shall be covered by any building or enclosed by any fence or wall.

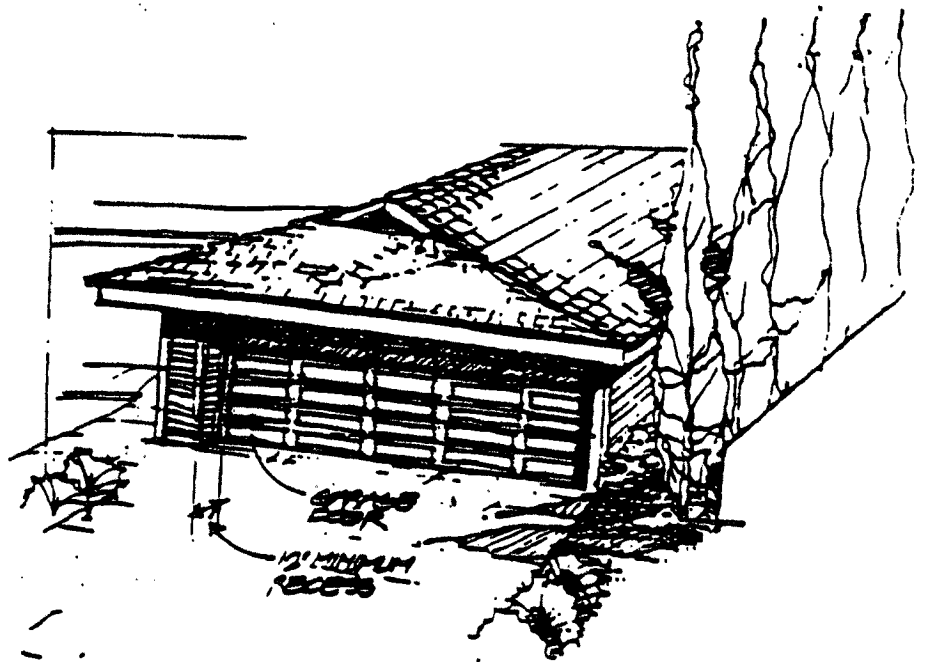


WAY STREET SIDE  
 NO MORE THAN 2 ADJACENT HOUSES  
 MAY HAVE THE SAME FRONT YARD SETBACK  
 NO HOUSES WITH IDENTICAL DESIGN MAY BE  
 PLACED NEXT TO EACH OTHER

3. No more than two adjacent houses may have the same front yard setback and no houses with identical designs may be placed next to each other.
4. Maximum lot coverage (including garages) shall not exceed 50% of the total lot area.
5. Every effort should be made to maximize usable yard space for both visual and functional purposes. Narrow side yards should be avoided except where needed for access, ventilation or drainage.

### Garages and Parking

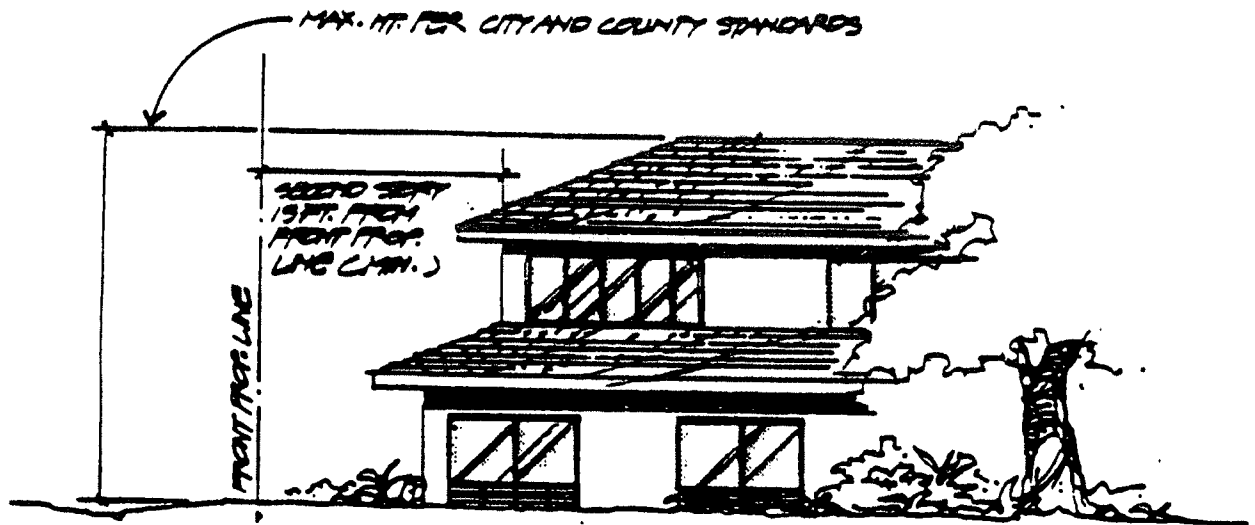
1. A 2-car enclosed garage with a garage door shall be required for all single-family detached homes.
2. Garages which are within 15 feet of the front property line shall have automatic garage door openers.
3. Garage doors should be recessed at least 12 inches from the building face and have a wood exterior which is compatible with the design of the adjoining house.



## Building Heights and Elevations

Building heights shall not exceed City and County standards. In addition, the following guidelines shall be observed:

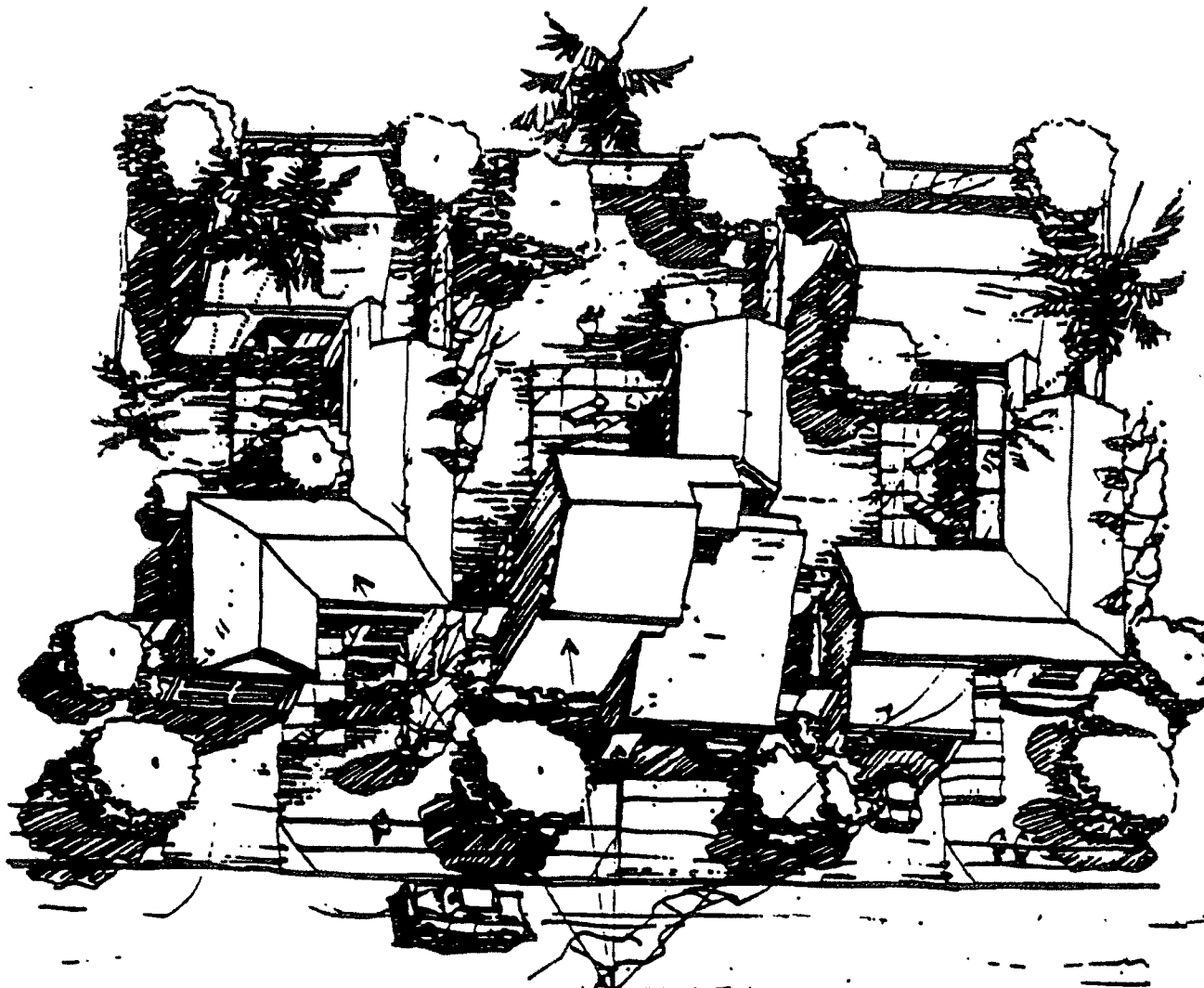
1. Second story portions of any house must be set back at least 15 feet from the front property line.



2. No upstairs windows or decks may view directly into side or rear neighbors' windows or private yard areas.



3. Front elevations should mix one and two story elements and utilize projections and recesses wherever possible to create a varied street frontage.

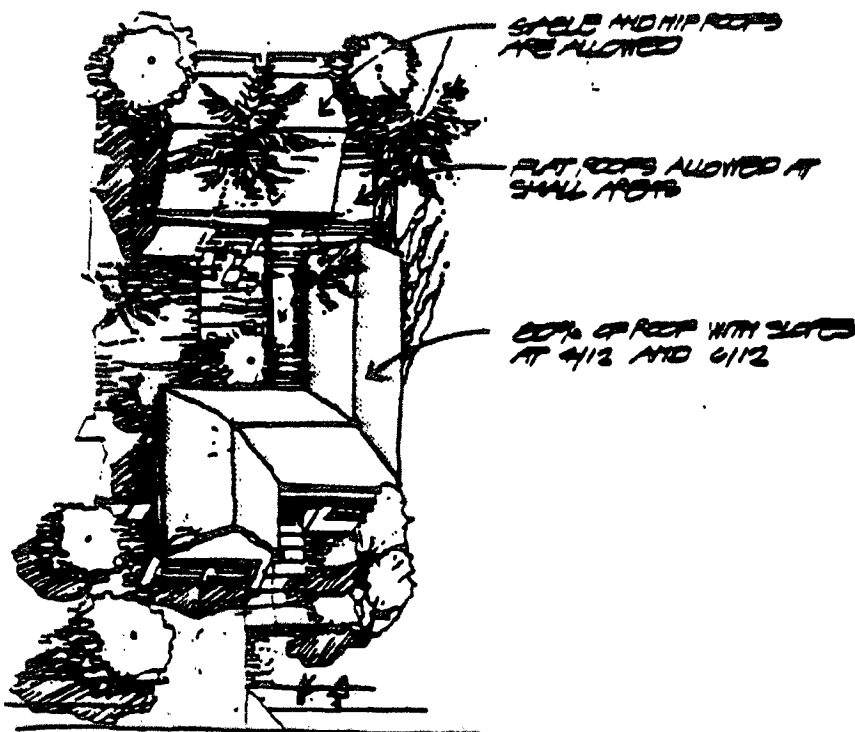


USE ONE AND TWO STORY ELEMENTS,  
RECESSES AND PROJECTIONS AT  
STREET FRONTAGE

### Exterior Wall Materials and Colors

1. All exterior wall materials shall have non-reflective, textured surfaces (except glass, although no mirrored glass will be permitted).
2. All exterior colors shall contain at least 75% white pigment except for accent colors which can cover no more than 5% of any exterior elevation.

### Roof Pitches, Materials and Colors



1. At least 80% of each house's roof must have slopes between 4 : 12 and 6 : 12. Both gable and hip roofs may be utilized, but mansard and other extreme roof styles are prohibited. Flat roofs may be used to cover small areas.
2. A minimum of 30-inch eaves are required over all wall openings (excluding vents).
3. Visible roof areas for all units in a village must be of non-reflective compatible colors unless otherwise approved.
4. Roof materials shall be consistent throughout a village area.

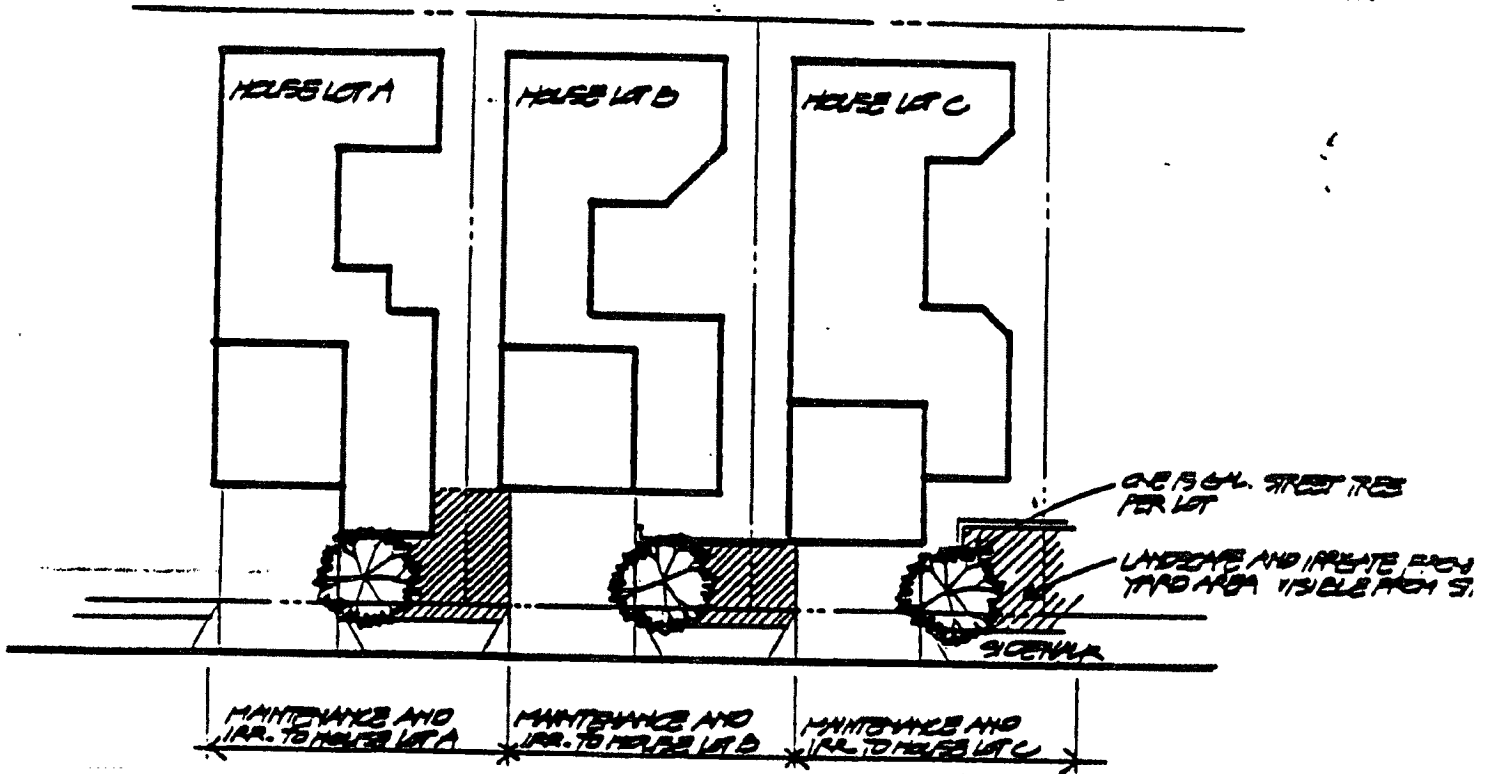


## Fences and Walls

1. All side and rear yards must be enclosed with six foot high walls or fences except where house or garage walls serve as lot dividers.
2. All walls and fences must be constructed of opaque materials (no chain-link fences) which are compatible in design and color with the adjacent homes.

## Landscaping Standards/Guidelines

1. All front yards (portions which are visible to the street) must be planted in grass and provided with irrigation systems including automatic controllers.



(The controllers and irrigation systems should be designed so that future homeowners can expand them to cover side and rear yard areas.)

2. At least one 15 gallon tree (minimum size 1.5" caliper, 8' high) must be provided within 5 feet of the front property line for each lot. (A master tree planting plan must be submitted by the Builder to the DRC).
3. Shrubs, ground cover and additional trees may be provided within five feet of any structure to soften the exterior elevations and break up the wall effect along the street.

## MULTI-FAMILY RESIDENTIAL

In order to reach the lower end of the affordable housing market and provide dwelling units with costs commensurate with their lower sales prices, multi-family units are being prescribed for most villages at Kapolei. Although the units may be smaller and attached in either a horizontal or vertical format, they are intended to be totally integrated into the adjacent single-family neighborhoods. It is intended that each of these buildings consist of 4 to 8 units, and that they look like large homes with similar colors, materials and design features as the single-family homes in the same village. Generally, they should be located in clusters along major entry or collector roads so that they are easily accessible.



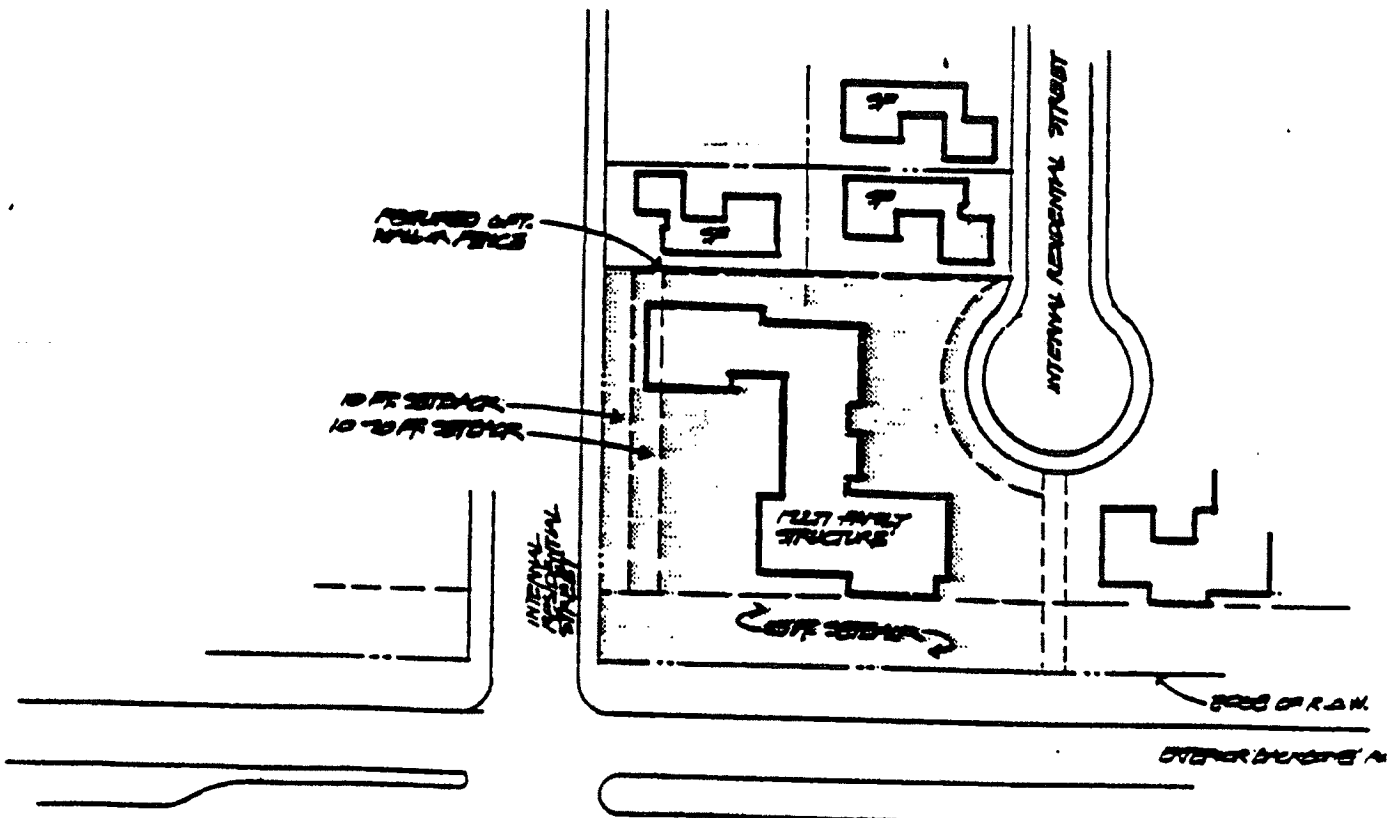
### Lot Sizes and Dimensions

Minimum lot sizes and dimensions should follow City and County standards for low density multi-family housing (A-1 District). However, maximum lot sizes should not exceed approximately 2 acres since 30 to 40 units is the maximum number which is desirable in any one area.

### Setbacks and Coverage

Setbacks shall conform to City and County standards for low density multi-family housing. In addition, the following requirements shall be met:

1. No fences, walls or structures of any kind may be placed within 10 feet of a property line fronting an internal residential roadway although berms will be permissible to screen open parking areas.
2. Between 10 and 20 feet of a property line fronting an internal residential roadway, no more than 60% of the area shall be covered by any building or enclosed by any fence or wall.
3. A minimum 25-foot setback shall be provided where multi-family structures front on an exterior "backbone" roadway. This entire setback area shall be unobstructed with walls, fences or other structures.



### **Parking**

1. Open parking will be permitted for multi-family units. The parking ratio shall be 1.75 stalls per unit.
2. No parking will be permitted in the 25-foot setback area fronting on exterior "backbone" roadways.

### **Building Heights and Elevations**

Building heights shall not exceed City and County standards for low density multi-family housing. In addition, the following guidelines should be observed:

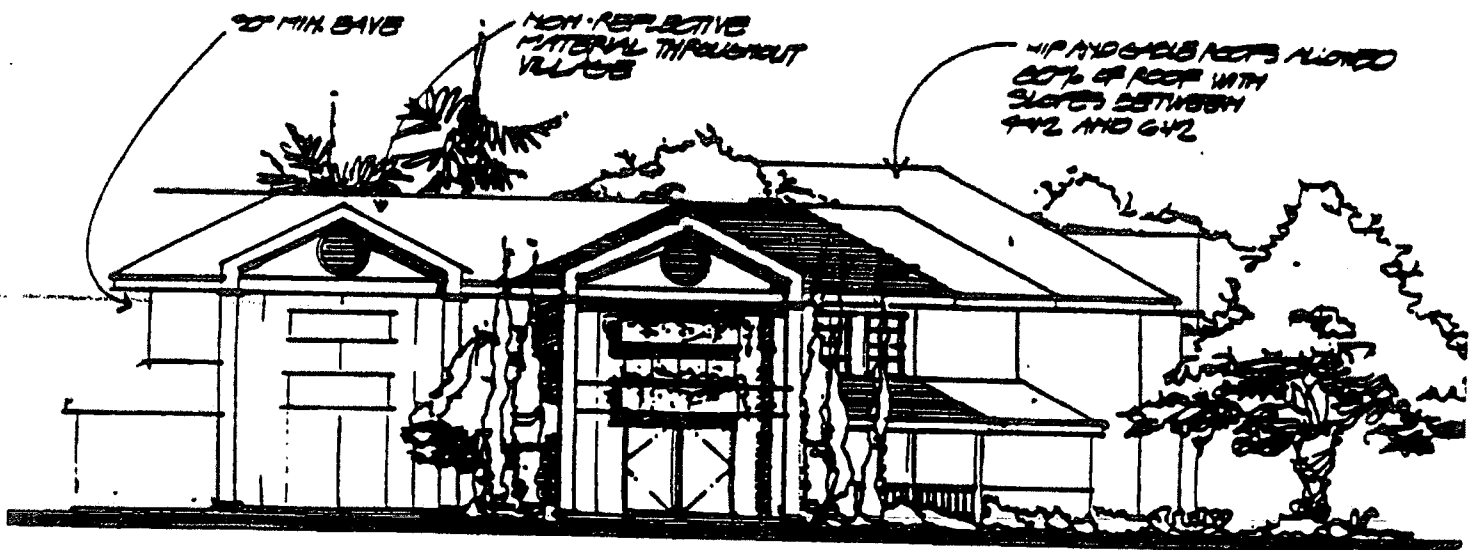
1. Where multi-family parcels abut single-family home sites, single story elements are recommended, and in no case should upstairs windows or decks view directly into adjacent single-family windows or private yard areas.
2. Front elevations should utilize projections and recesses wherever possible to create a varied street frontage.
3. Structures with elevations facing exterior "backbone" roadways should be designed to look like large "manor" homes.

### **Exterior Wall Materials and Colors**

1. All exterior wall materials shall have non-reflective, textured surfaces (except glass, although no mirrored glass will be permitted) and be compatible with the materials used in the single-family homes in the same village.
2. All exterior colors shall contain at least 75% white pigment except for accent colors which can cover no more than 5% of any exterior elevation. Colors should be compatible with the single-family homes in the same village.

### Roof Pitches, Materials and Colors

1. At least 80% of each building's roof which is visible from the street or adjoining properties must have slopes between 4 : 12 and 6 : 12 to match the slopes of adjacent single-family detached units. Both gable and hip roofs may be utilized, but mansard and other extreme roof styles are prohibited.
2. A minimum of 30-inch eaves are required over all wall openings (excluding vents).
3. Visible roof areas must be of non-reflective colors which are compatible with adjacent single-family units unless otherwise approved.
4. Roof materials shall be consistent throughout a village area.

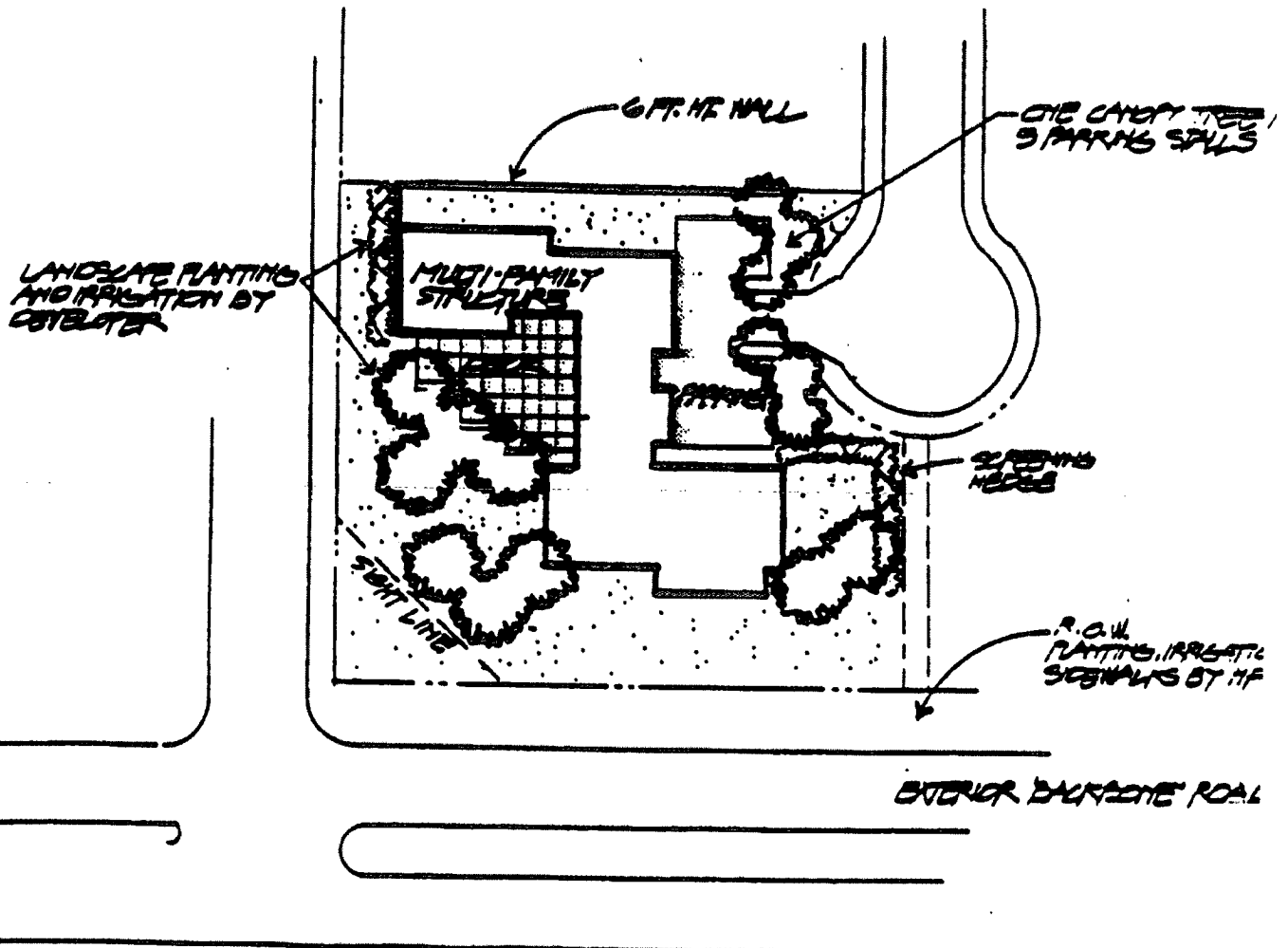


## Fences and Walls

1. All side and rear yards abutting single-family residential units must be enclosed with six foot high walls or fences.
2. All walls and fences must be constructed of opaque materials (no chain-link fences) which are compatible in design and color with the multi-family and adjacent single-family structures.

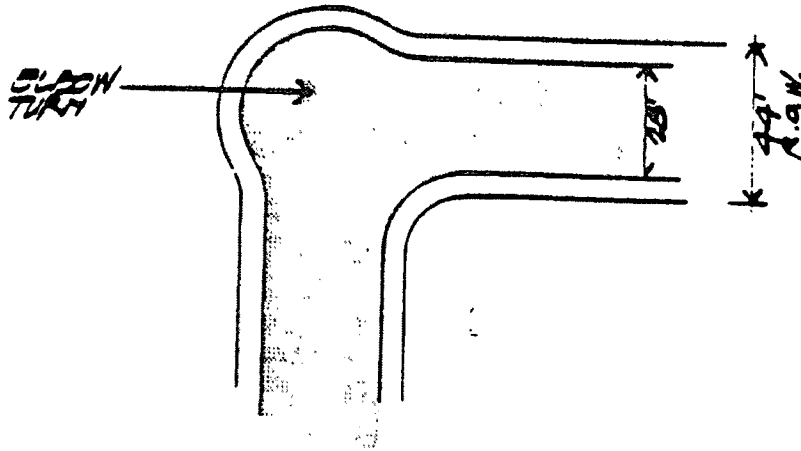
## Landscaping Standards/Guidelines

1. All yards must be landscaped and provided with irrigation systems including automatic controllers. (A landscape plan for the entire parcel must be submitted by the Builder to the DRC.)
2. All parking lots shall be landscaped with one canopy tree per 5 parking stalls. Parking lots fronting internal residential roadways or adjacent properties shall be screened with berms and/or hedges.





3. "Elbow turns" will be permitted on minor streets and cul-de-sacs.



**B. Drainage**

Each interior village shall drain to the infrastructure storm drain provided by HFDC. Lots shall be graded to drain to the street unless the Builder can demonstrate an alternative that is acceptable to HFDC and the City and County.

**C. Grading**

Grading shall be performed in accordance with the requirements of the soils report and those of the City and County. Where possible, grading should be balanced within the village area. Erosion control plans and dust abatement and control plans must accompany the grading plans.

**D. Water**

The water system shall be designed to provide domestic and fire flows in accordance with Board of Water Supply standards. Dual water systems for irrigation shall be provided as required by the Board.



**E. Sewer**

The sewer system shall be designed to provide adequate collection of sewerage flows from each parcel and the interior village to a point of discharge constructed by HFDC. Design standards shall be in accordance with those of the City and County.

**F. Electrical**

All power systems will be constructed underground in accordance with the requirements and standards of Hawaiian Electric Company and the City and County.

**G. Gas**

Gas, if extended to the project boundaries, shall be installed in accordance with the requirements and standards of The Gas Company and the City and County.

**H. Telephone**

All telephone lines will be constructed underground in accordance with the requirements and standards of Hawaiian Telephone Company and the City and County.

**I. Television**

All TV cable lines will be constructed underground in accordance with applicable requirements and standards.

**J. Street Lighting**

Street lighting shall comply with the requirements and standards of the City and County. Theme lighting fixtures may be used if the City accepts them for dedication.

INITIAL COMMON AREA

All of those certain parcels of land situate at Honouliuli, Ewa, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

ITEM I:

Lots 5349 (220-A-3)	14.628 acres;
5352 (220-A-6)	1.889 acres;
5353 (220-A-7)	0.506 acres;
5354 (220-A-8)	0.496 acres;
5355 (220-A-9)	1.829 acres; and
5356 (220-A-10)	0.492 acres;

(being a consolidation of Lot 220-A-1, as shown on Map 499, and Lot 84-C, as shown on Map 118, as set forth by Land Court Order No. 97282), together with Easements 2312 to 2318, inclusive, as shown on Map 505, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

ITEM II:

Lots 5525 to 5528, inclusive, and 5531 to 5541, inclusive (being a subdivision of Lot 220-A-2, as shown on Map 499, as set forth by Land Court Order No. 97414), together with Easements 2319 to 2343, inclusive, as shown on Map 507, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being a portion of the lands described in Transfer Certificate of Title No. 341,501 issued to HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and body corporate and politic in the State of Hawaii.

EXHIBIT E

**EXHIBIT "1"**  
**NEHOA LANDSCAPE EASEMENTS AND NEHOA ROADWAY LOTS**

PRIVATE LOT NOS.	APPURTENANT ROADWAY LOT NOS.	APPLICABLE LANDSCAPE EASEMENT	MAP NO. (LAND COURT APPLICATION (1069) SHOWING LOTS AND EASEMENTS
5427 - 5437, inclusive	5529	2504	534, 507
5438 - 5451, inclusive	5529	2505	534, 507
5635 - 5646, inclusive	5755	2542	538, 532
5647 - 5661, inclusive	5755	2543	538, 532
6016 - 6026, inclusive	6185	2645	556, 550
6027 - 6035, inclusive	6185	2646	556, 550
6162 - 6171, inclusive	6186	2627	555, 550
6172 - 6184, inclusive	6186	2626	555, 550

EXHIBIT "1"

(continued)

**A. Repair and Maintenance of Nehoa Roadway Areas.**

See Article X and applicable subsections.

All expenses related to the repair, maintenance, replacement, improvement, alterations, and/or additions to the Nehoa Roadway Areas also known as Roadway Lots No. 5529, 5755, 6185, and 6186 shall be borne by the Owners of Private Lot Nos. 5427 - 5437, inclusive, 5438 - 5451, inclusive, 5635 - 5646, inclusive, 5647 - 5661, inclusive, 6016 - 6026, inclusive, 6027 - 6035, inclusive, 6162 - 6171, inclusive, and 6172 - 6184, inclusive. Each of said 95 Private Lots shall be assessed 1/95th of said total costs and expenses.

**B. Repair and Maintenance of Nehoa Landscape Easements.**

See Article X, and applicable subsections.

**C. Lots Benefited by Nehoa Roadway Areas.**

(See Article X, Section 10.3)

Private Lot Nos. (Benefited Lots)	Roadway Lots Reserved for Benefited Lots
5427 - 5437, inclusive	5529
5438 - 5451, inclusive	5529
5635 - 5646, inclusive	5755
5647 - 5661, inclusive	5755
6016 - 6026, inclusive	6185
6027 - 6035, inclusive	6185
6162 - 6171, inclusive	6186
6172 - 6184, inclusive	6186

**EXHIBIT "1"**  
**(continued)**

**NEHOA LANDSCAPE EASEMENT AREAS**

"Nehoa Landscape Easement Areas" shall mean those particular portions of the Nehoa Landscape Easements held by the Association located on the particular Lots identified in Exhibit "1" and all walls, fences, hedges, landscaping, and other Improvements from time to time placed thereon. More particularly:

- A. Lots 5427 - 5437, Inclusive
1. The Nehoa Landscape Easement Area for Lot No. 5427 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5427.
  2. The Nehoa Landscape Easement Area for Lot No. 5428 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5428.
  3. The Nehoa Landscape Easement Area for Lot No. 5429 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5429.
  4. The Nehoa Landscape Easement Area for Lot No. 5430 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5430.
  5. The Nehoa Landscape Easement Area for Lot No. 5431 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5431.
  6. The Nehoa Landscape Easement Area for Lot No. 5432 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5432.
  7. The Nehoa Landscape Easement Area for Lot No. 5433 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5433.
  8. The Nehoa Landscape Easement Area for Lot No. 5434 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5434.
  9. The Nehoa Landscape Easement Area for Lot No. 5435 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5435.

10. The Nehoa Landscape Easement Area for Lot No. 5436 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5436.
  11. The Nehoa Landscape Easement Area for Lot No. 5437 is that portion of Nehoa Landscape Easement 2504 located on Lot No. 5437.
- B. Lots 5438 - 5451, Inclusive
1. The Nehoa Landscape Easement Area for Lot No. 5438 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5438.
  2. The Nehoa Landscape Easement Area for Lot No. 5439 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5439.
  3. The Nehoa Landscape Easement Area for Lot No. 5440 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5440.
  4. The Nehoa Landscape Easement Area for Lot No. 5441 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5441.
  5. The Nehoa Landscape Easement Area for Lot No. 5442 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5442.
  6. The Nehoa Landscape Easement Area for Lot No. 5443 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5443.
  7. The Nehoa Landscape Easement Area for Lot No. 5444 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5444.
  8. The Nehoa Landscape Easement Area for Lot No. 5445 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5445.
  9. The Nehoa Landscape Easement Area for Lot No. 5446 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5446.
  10. The Nehoa Landscape Easement Area for Lot No. 5447 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5447.

11. The Nehoa Landscape Easement Area for Lot No. 5448 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5448.
12. The Nehoa Landscape Easement Area for Lot No. 5449 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5449.
13. The Nehoa Landscape Easement Area for Lot No. 5450 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5450.
14. The Nehoa Landscape Easement Area for Lot No. 5451 is that portion of Nehoa Landscape Easement 2505 located on Lot No. 5451.

C. Lots 5635 - 5646, Inclusive

1. The Nehoa Landscape Easement Area for Lot No. 5635 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5635.
2. The Nehoa Landscape Easement Area for Lot No. 5636 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5636.
3. The Nehoa Landscape Easement Area for Lot No. 5637 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5637.
4. The Nehoa Landscape Easement Area for Lot No. 5638 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5638.
5. The Nehoa Landscape Easement Area for Lot No. 5639 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5639.
6. The Nehoa Landscape Easement Area for Lot No. 5640 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5640.
7. The Nehoa Landscape Easement Area for Lot No. 5641 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5641.
8. The Nehoa Landscape Easement Area for Lot No. 5642 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5642.

9. The Nehoa Landscape Easement Area for Lot No. 5643 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5643.
  10. The Nehoa Landscape Easement Area for Lot No. 5644 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5644.
  11. The Nehoa Landscape Easement Area for Lot No. 5645 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5645.
  12. The Nehoa Landscape Easement Area for Lot No. 5646 is that portion of Nehoa Landscape Easement 2542 located on Lot No. 5646.
- D. Lots 5647 - 5661, Inclusive
1. The Nehoa Landscape Easement Area for Lot No. 5647 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5647.
  2. The Nehoa Landscape Easement Area for Lot No. 5648 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5648.
  3. The Nehoa Landscape Easement Area for Lot No. 5649 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5649.
  4. The Nehoa Landscape Easement Area for Lot No. 5650 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5650.
  5. The Nehoa Landscape Easement Area for Lot No. 5651 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5651.
  6. The Nehoa Landscape Easement Area for Lot No. 5652 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5652.
  7. The Nehoa Landscape Easement Area for Lot No. 5653 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5653.
  8. The Nehoa Landscape Easement Area for Lot No. 5654 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5654.



9. The Nehoa Landscape Easement Area for Lot No. 5655 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5655.
10. The Nehoa Landscape Easement Area for Lot No. 5656 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5656.
11. The Nehoa Landscape Easement Area for Lot No. 5657 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5657.
12. The Nehoa Landscape Easement Area for Lot No. 5658 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5658.
13. The Nehoa Landscape Easement Area for Lot No. 5659 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5659.
14. The Nehoa Landscape Easement Area for Lot No. 5660 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5660.
15. The Nehoa Landscape Easement Area for Lot No. 5661 is that portion of Nehoa Landscape Easement 2543 located on Lot No. 5661.

E. Lots 6016 - 6026, Inclusive

1. The Nehoa Landscape Easement Area for Lot No. 6016 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6016.
2. The Nehoa Landscape Easement Area for Lot No. 6017 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6017.
3. The Nehoa Landscape Easement Area for Lot No. 6018 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6018.
4. The Nehoa Landscape Easement Area for Lot No. 6019 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6019.
5. The Nehoa Landscape Easement Area for Lot No. 6020 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6020.

6. The Nehoa Landscape Easement Area for Lot No. 6021 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6021.
  7. The Nehoa Landscape Easement Area for Lot No. 6022 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6022.
  8. The Nehoa Landscape Easement Area for Lot No. 6023 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6023.
  9. The Nehoa Landscape Easement Area for Lot No. 6024 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6024.
  10. The Nehoa Landscape Easement Area for Lot No. 6025 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6025.
  11. The Nehoa Landscape Easement Area for Lot No. 6026 is that portion of Nehoa Landscape Easement 2645 located on Lot No. 6026.
- F. Lots 6027 - 6035, Inclusive

1. The Nehoa Landscape Easement Area for Lot No. 6027 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6027.
2. The Nehoa Landscape Easement Area for Lot No. 6028 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6028.
3. The Nehoa Landscape Easement Area for Lot No. 6029 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6029.
4. The Nehoa Landscape Easement Area for Lot No. 6030 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6030.
5. The Nehoa Landscape Easement Area for Lot No. 6031 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6031.
6. The Nehoa Landscape Easement Area for Lot No. 6032 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6032.

7. The Nehoa Landscape Easement Area for Lot No. 6033 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6033.
  8. The Nehoa Landscape Easement Area for Lot No. 6034 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6034.
  9. The Nehoa Landscape Easement Area for Lot No. 6035 is that portion of Nehoa Landscape Easement 2646 located on Lot No. 6035.
- G. Lots 6162 - 6171, Inclusive
1. The Nehoa Landscape Easement Area for Lot No. 6162 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6162.
  2. The Nehoa Landscape Easement Area for Lot No. 6163 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6163.
  3. The Nehoa Landscape Easement Area for Lot No. 6164 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6164.
  4. The Nehoa Landscape Easement Area for Lot No. 6165 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6165.
  5. The Nehoa Landscape Easement Area for Lot No. 6166 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6166.
  6. The Nehoa Landscape Easement Area for Lot No. 6167 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6167.
  7. The Nehoa Landscape Easement Area for Lot No. 6168 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6168.
  8. The Nehoa Landscape Easement Area for Lot No. 6169 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6169.
  9. The Nehoa Landscape Easement Area for Lot No. 6170 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6170.

10. The Nehoa Landscape Easement Area for Lot No. 6171 is that portion of Nehoa Landscape Easement 2627 located on Lot No. 6171.

H. Lots 6172 - 6184, Inclusive

1. The Nehoa Landscape Easement Area for Lot No. 6172 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6172.
2. The Nehoa Landscape Easement Area for Lot No. 6173 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6173.
3. The Nehoa Landscape Easement Area for Lot No. 6174 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6174.
4. The Nehoa Landscape Easement Area for Lot No. 6175 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6175.
5. The Nehoa Landscape Easement Area for Lot No. 6176 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6176.
6. The Nehoa Landscape Easement Area for Lot No. 6177 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6177.
7. The Nehoa Landscape Easement Area for Lot No. 6178 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6178.
8. The Nehoa Landscape Easement Area for Lot No. 6179 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6179.
9. The Nehoa Landscape Easement Area for Lot No. 6180 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6180.
10. The Nehoa Landscape Easement Area for Lot No. 6181 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6181.
11. The Nehoa Landscape Easement Area for Lot No. 6182 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6182.

12. The Nehoa Landscape Easement Area for Lot No. 6183 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6183.
13. The Nehoa Landscape Easement Area for Lot No. 6184 is that portion of Nehoa Landscape Easement 2626 located on Lot No. 6184.

All Landscape Easement Areas include all walls, fences, hedges, landscaping, and other Improvements from time to time placed thereon.

## ENDNOTES

1. The following provisions were amended or added by that Amendment of Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i ("Land Court") as Document No. 2199063:

Article III, Section 3.01  
Article V, Section 5.02(a)  
Article V, Section 5.02(c)(1)  
Article V, Section 5.02(e)  
Article V, Section 5.02(i)  
Article V, Section 5.02(p)  
Article V, Section 5.02(w)  
Article V, Section 5.02(z)  
Article V, Section 5.03(b)(1)(i)  
Article V, Section 5.03(b)(1)(ii)  
Article V, Section 5.03(b)(2)  
Article V, Section 5.03(d)  
Article V, Section 5.03(e)  
Article V, Section 5.04(d)  
Article V, Section 5.05(b)(2)  
Article VII, Section 7.09  
Article VIII Section 8.06(b)  
Article IX, Section 9.01(b)  
Article IX, Section 9.04  
Article IX, Section 9.10  
Article IX, Section 9.12  
Article X, including Sections 10.1 through 10.7  
Article XI, Section 11.01 (see Document No. 2238460 redesignating this section as Article XI, Section 11.01)  
Exhibit "1"

2. The following provisions were amended, added, or deleted by that Amendment of Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei recorded in the Land Court as Document No. 2238460:

Article III, Section 3.01 (deleted definition of Exempt Organizations)  
Article V, Section 5.02(h)  
Article V, Section 5.04(d)(3)  
Article V, Section 5.07(h)  
Article V, Section 5.09 (deleted)  
Article VI, Section 6.01(d)  
Article VI, Section 6.01(e)

Article VI, Section 6.01(f)  
Article VI, Section 6.02  
Article VI, Section 6.03  
Article VI, Section 6.06  
Article VII, Section 7.02(a)  
Article VII, Section 7.02(b)  
Article VII, Section 7.04(e)  
Article VII, Section 7.05(f)  
Article VIII, Section 8.03(d)  
Article VIII, Section 8.03(j)  
Article VIII, Section 8.05  
Article VIII Section 8.06(a)  
Article VIII, Section 8.06(b)  
Article VIII Section 8.06(c)  
Article VIII, Section 8.06(d)  
Article VIII Section 8.06(e)  
Article VIII, Section 8.06(f)  
Article IX, Section 9.01(b)  
Article IX, Section 9.05.1  
Article IX, Section 9.05.2  
Article X adopted in June 1994 related to fines was redesignated as Article XI  
Article X, Section 10.01 related to fines adopted in June 1994 was redesignated as Article XI, Section 11.01

Note: See Amendment instrument for reserved right for future amendments related to commercial lots

3. The following provisions were amended, added, or deleted by that Amendment of Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei recorded in the Land Court as Document No. 2620834:

Article III, Section 3.01  
Article V, Section 5.02(a)  
Article V, Section 5.02(c)  
Article V, Section 5.02(h)  
Article V, Section 5.02(o)  
Article V, Section 5.02(r)  
Article V, Section 5.02(z)  
Article V, Section 5.02(hh)  
Article V, Section 5.04(d)  
Article V, Section 5.04(g)  
Article V, Section 5.10  
Article VI, Section 6.01(a) - (f)

Article VI, Section 6.02  
Article VI, Section 6.03  
Article VII, Section 7.02(a), (b), (e), (f), and (g)  
Article VII, Section 7.03 (a)-(c)  
Article VII, Section 7.04(h) - (k)  
Article VII, Section 7.05(f)  
Article VII, Section 7.05(j)  
Article VII, Section 7.05(k)  
Article VII, Section 7.05(l)  
Article VII, Section 7.06(a)  
Article VII, Section 7.06(b)  
Article VIII, Section 8.02  
Article VIII, Section 8.03(c), (d), and (e)  
Article VIII, Section 8.05(a) - (e)  
Article VIII, Section 8.06(a)  
Article IX, Section 9.01(b)  
Article IX, Section 9.04  
Article IX, Section 9.06  
Article IX, Section 9.12

All references to the Design Committee were changed to the Design Review Committee and all references to the Design Committee Rules were changed to the Design Review Committee Rules

4. The following provisions were amended, added, or deleted by the attached Amendment of Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei:

Article III, Section 3.01  
Article IV, Section 4.02(a) - (f)  
Article VII, Section 7.05(f)  
Article VIII, Section 8.06(a)  
Article VIII, Section 8.06(b)  
Article VIII, Section 8.06(c)  
Article VIII, Section 8.06(g)  
Article VIII, Section 8.06(h)  
Article IX, Section 9.01(b)

5. The following provisions contain renumbered sections or corrections of typographical errors:

Article V, Section 5.02(b) (typographical error referring to Section 5.13 (which does not exist) was corrected and changed to Section 5.03.  
Article V, Section 5.05(a) (period added at end of paragraph).  
Article VII, Section 7.05(d) (first word capitalized).



Article VII, Section 7.06(c) (there was no subsection (c) in the original DCC&R). Instead of redesignating the subsection (d) as subsection (c) as was done in the last restatement, the original subsection (d) was retained and a paragraph was added stating that there is no subsection (c).

Article IX, Section 9.08 - Subsections (x),(y), and (z) were changed to Subsections (1), (2), and (3).

Article IX, Sections 9.11 and 9.12 - The formatting was changed to match the other sections in Article IX.

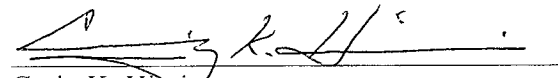
EXHIBIT "2A"

CONSENT TO AMENDMENT AND FOURTH RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGES OF KAPOLEI


The Hawai'i Housing Finance and Development Corporation does hereby acknowledge and affirm its approval and consent to those certain amendments of the Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei as set forth in the Amendment and Fourth Restated Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei to which this consent instrument is attached.

IN WITNESS WHEREOF, the undersigned has executed these presents this \_\_\_\_\_ day of APR 19 2016, 2016.

HAWAI'I HOUSING FINANCE AND DEVELOPMENT CORPORATION

  
\_\_\_\_\_  
Craig K. Hirai  
Executive Director

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy Attorney General  
State of Hawai'i

STATE OF HAWAI'I )  
 )  
 ) SS:  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of APR 19 2016, 2016, in the First Circuit, State of Hawai'i, before me appeared Craig K. Hirai, personally known to me, who, being by me duly sworn, did say that he is the Executive Director of the HAWAI'I HOUSING FINANCE AND DEVELOPMENT CORPORATION, a public body and a body corporation and politic of the State of Hawai'i, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the foregoing instrument identified or described as Consent to Amendment and Fourth Restated Declaration of Covenants, Conditions and Restrictions of Villages of Kapolei ("Consent") was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that said officer acknowledged the instrument to be the free act and deed of the corporation.

The foregoing Consent instrument is dated APR 19 2016 and contained 2 pages (including this page) at the time of this acknowledgment/certification.

*Beth E. Malvestiti*

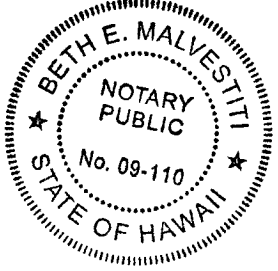
Print Name: Beth E. Malvestiti

Date: APR 19 2016

NOTARY PUBLIC, STATE OF HAWAI'I

My commission expires: APR 5 2017

*1st circuit*



## EXHIBIT 3A

Lot/Unit	TCT	Land Court Lot	Lot/Unit	TCT	Land Court Lot	Lot/Unit	TCT	Land Court Lot
1001	513302	5357	1052	359186	5408	1103	1104262	5459
1002	355365	5358	1053	359284	5409	1104	736417	5460
1003	355361	5359	1054	891951	5410	1105	970457	5461
1004	1111412	5360	1055	359319	5411	1106	1088459	5462
1005	1088621	5361	1056	540457	5412	1107	846339	5463
1006	823794	5362	1057	854287	5413	1108	784355	5464
1007	699812	5363	1058	1081474	5414	1109	887167	5465
1008	355538	5364	1059	359588	5415	1110	1035637	5466
1009	592068	5365	1060	359505	5416	1111	385215	5467
1010	827243	5366	1061	1064828	5417	1112	1047990	5468
1011	355423	5367	1062	359665	5418	1113	1028834	5469
1012	1110983	5368	1063	1094683	5419	1114	920596	5470
1013	355419	5369	1064	692657	5420	1115	431574	5471
1014	355739	5370	1065	359927	5421	1116	580067	5472
1015	355417	5371	1066	1072670	5422	1117	411274	5473
1016	929155	5372	1067	1115516	5423	1118	973252	5474
1017	948247	5373	1068	1054125	5424	1119	739808	5475
1018	1110940	5374	1069	960834	5425	1120	620565	5476
1019	355952	5375	1070	1059917	5426	1121	902955	5477
1020	355949	5376	1071	910567	5427	1122	358407	5478
1021	1040940	5377	1072	356484	5428	1123	1030073	5479
1022	355915	5378	1073	355747	5429	1124	392754	5480
1023	356119	5379	1074	950919	5430	1125	733400	5481
1024	356563	5380	1075	355792	5431	1126	1090022	5482
1025	1105959	5381	1076	1103046	5432	1127	526380	5483
1026	356328	5382	1077	355913	5433	1128	658937	5484
1027	545416	5383	1078	959952	5434	1129	359509	5485
1028	356113	5384	1079	1092775	5435	1130	402406	5486
1029	1056096	5385	1080	356115	5436	1131	1096867	5487
1030	599883	5386	1081	408536	5437	1132	358019	5488
1031	356885	5387	1082	355647	5438	1133	749446	5489
1032	489409	5388	1083	988299	5439	1134	403736	5490
1033	1094468	5389	1084	1030997	5440	1135	358336	5491
1034	1100930	5390	1085	1113322	5441	1136	471048	5492
1035	632895	5391	1086	1059908	5442	1137	361018	5493
1036	628701	5392	1087	1106596	5443	1138	358732	5494
1037	356713	5393	1088	438439	5444	1139	1110156	5495
1038	696775	5394	1089	831314	5445	1140	948418	5496
1039	539689	5395	1090	820563	5446	1141	908321	5497
1040	357382	5396	1091	357843	5447	1142	375872	5498
1041	1036291	5397	1092	355641	5448	1143	762383	5499
1042	735203	5398	1093	424772	5449	1144	1051691	5500
1043	1075973	5399	1094	624851	5450	1145	1097316	5501
1044	357082	5400	1095	1003028	5451	1146	955804	5502
1045	358818	5401	1096	474058	5452	1147	360153	5503
1046	358900	5402	1097	1103641	5453	1148	1108698	5504
1047	1105266	5403	1098	464483	5454	1149	362421	5505
1048	903974	5404	1099	1115182	5455	1150	363223	5506
1049	358986	5405	1100	536897	5456	1151	423440	5507
1050	359072	5406	1101	948771	5457	1152	997611	5508
1051	500194	5407	1102	505163	5458	1153	363024	5509

Lot/Unit	TCT	Land Court Lot
1154	360488	5510
1155	360765	5511
1156	571742	5512
1157	801566	5513
1158	360486	5514
1159	569337	5515
1160	360664	5516
1161	360955	5517
1162	1042806	5518
1163	362330	5519
1164	905487	5520
1165	721670	5521
1166	362423	5522
1167	1043899	5523
1168	547186	5524
1169	364974	5628
1170	1044635	5629
1171	365071	5630
1172	1117022	5631
1173	548867	5632
1174	1066719	5633
1175	363348	5634
1176	434103	5635
1177	472967	5636
1178	1033502	5637
1179	584325	5638
1180	904251	5639
1181	471304	5640
1182	1069479	5641
1183	1067935	5642
1184	874534	5643
1185	488171	5644
1186	673616	5645
1187	964876	5646
1188	951345	5647
1189	1097372	5648
1190	1047501	5649
1191	366430	5650
1192	1097985	5651
1193	1115170	5652
1194	382178	5653
1195	1069789	5654
1196	368319	5655
1197	777337	5656
1198	1053326	5657
1199	943530	5658
1200	908329	5659
1201	1099645	5660
1202	512305	5661
1203	364596	5662
1204	1089061	5663

Lot/Unit	TCT	Land Court Lot
1205	364771	5664
1206	365985	5665
1207	364546	5666
1208	745920	5667
1209	364833	5668
1210	682130	5669
1211	380591	5670
1212	875868	5671
1213	909999	5672
1214	370650	5673
1215	368844	5674
1216	1086390	5675
1217	802399	5676
1218	503052	5677
1219	767205	5678
1220	390805	5679
1221	1096659	5680
1222	412556	5681
1223	548565	5682
1224	1084197	5683
1225	1011958	5684
1226	650731	5685
1227	1068656	5686
1228	369087	5687
1229	1089756	5688
1230	460707	5689
1231	1075682	5690
1232	840706	5691
1233	728935	5692
1234	901102	5693
1235	372604	5694
1236	538270	5695
1237	1098438	5696
1238	1080477	5697
1239	383217	5698
1240	373798	5699
1241	1042248	5700
1242	393533	5701
1243	1085287	5702
1244	1066695	5703
1245	368704	5704
1246	955535	5705
1247	386675	5706
1248	1086969	5707
1249	571996	5708
1250	864180	5709
1251	369475	5710
1252	815496	5711
1253	402742	5712
1254	908929	5713
1255	373196	5714

Lot/Unit	TCT	Land Court Lot
1256	661617	5715
1257	1052053	5716
1258	795477	5717
1259	370506	5718
1260	712345	5719
1261	636485	5720
1262	1055507	5721
1263	371921	5722
1264	419020	5723
1265	1055657	5724
1266	787062	5725
1267	870400	5726
1268	1071905	5727
1269	366941	5728
1270	1037740	5729
1271	366895	5730
1272	802917	5731
1273	361514	5732
1274	469482	5733
1275	814512	5734
1276	723036	5735
1277	1115035	5736
1278	1068707	5737
1279	874448	5738
1280	1046870	5739
1281	863744	5740
1282	453225	5741
1283	540156	5742
1284	958944	5743
1285	375520	5744
1286	370182	5745
1287	814852	5746
1288	1040366	5747
1289	1037007	5748
1290	1062898	5749
1291	1064220	5750
1292	526231	5751
1293	379466	5752
1294	369768	5753
1295	361355	5960
1296	1095591	5961
1297	724083	5962
1298	361510	5963
1299	361539	5964
1300	361772	5965
1301	814311	5966
1302	939604	5967
1303	361839	5968
1304	361351	5969
1305	814608	5970
1306	1042966	5971

Lot/Unit	TCT	Land Court Lot
1307	856611	5972
1308	551526	5973
1309	361939	5974
1310	443449	5975
1311	1065542	5976
1312	361512	5977
1313	361937	5978
1314	361410	5979
1315	1049498	5980
1316	1069732	5981
1317	367393	5982
1318	778040	5983
1319	718192	5984
1320	703647	5985
1321	649976	5986
1322	811482	5987
1323	544003	5988
1324	1000690	5989
1325	361421	5990
1326	1079623	5991
1327	1043939	5992
1328	374518	5993
1329	1056443	5994
1330	582351	5995
1331	875429	5996
1332	370407	6205
1333	500481	6204
1334	814517	5999
1335	367640	6000
1336	373686	6001
1337	651406	6002
1338	368317	6003
1339	378819	6004
1340	581950	6005
1341	1052371	6006
1342	939859	6007
1343	819767	6008
1344	505586	6009
1345	367551	6010
1346	1114084	6011
1347	960908	6012
1348	1056859	6013
1349	995244	6014
1350	704783	6015
1351	1054166	6016
1352	371391	6017
1353	1116213	6018
1354	1004131	6019
1355	795445	6020
1356	600662	6021
1357	838735	6022

Lot/Unit	TCT	Land Court Lot
1358	1062605	6023
1359	369142	6024
1360	1049978	6025
1361	1094959	6026
1362	1030968	6027
1363	370424	6028
1364	983198	6029
1365	941876	6030
1366	1082846	6031
1367	683519	6032
1368	369428	6033
1369	532214	6034
1370	1060952	6035
1371	464519	6036
1372	368315	6037
1373	678446	6038
1374	977872	6039
1375	368791	6040
1376	1077481	6041
1377	886271	6042
1378	435450	6043
1379	625560	6044
1380	516762	6045
1381	368666	6046
1382	880163	6047
1383	776877	6048
1384	369233	6049
1385	1022057	6050
1386	517560	6051
1387	929110	6052
1388	369366	6053
1389	1091199	6054
1390	1047786	6055
1391	368943	6056
1392	947957	6057
1393	1015609	6058
1394	369028	6059
1395	369140	6060
1396	501146	6061
1397	369036	6062
1398	369421	6063
1399	369317	6064
1400	651243	6065
1401	1106839	6066
1402	885556	6067
1403	1090185	6068
1404	494609	6069
1405	797064	6070
1406	577436	6071
1407	369423	6072
1408	725105	6073

Lot/Unit	TCT	Land Court Lot
1409	994433	6074
1410	1083559	6075
1411	595404	6076
1412	920808	6077
1413	921272	6078
1414	830835	6079
1415	1029955	6080
1416	369720	6081
1417	599819	6082
1418	394486	6083
1419	946310	6084
1420	370819	6085
1421	370279	6086
1422	1065652	6087
1423	822262	6088
1424	372021	6089
1425	370277	6090
1426	1066630	6091
1427	371594	6092
1428	370456	6093
1429	370648	6094
1430	1013388	6095
1431	380263	6096
1432	370821	6097
1433	503841	6098
1434	635213	6099
1435	370744	6100
1436	1081232	6101
1437	370976	6102
1438	1026127	6103
1439	720721	6104
1440	1098319	6105
1441	1084777	6106
1442	1112424	6107
1443	599548	6108
1444	371087	6109
1445	604914	6110
1446	371168	6111
1447	591568	6112
1448	881186	6113
1449	371604	6114
1450	919344	6115
1451	371393	6116
1452	564800	6117
1453	371598	6118
1454	586667	6119
1455	530516	6120
1456	371600	6121
1457	615154	6122
1458	592455	6123
1459	589261	6124

Lot/Unit	TCT	Land Court Lot
1460	521950	6125
1461	372094	6126
1462	603460	6127
1463	516450	6128
1464	1069003	6129
1465	525132	6130
1456	372017	6131
1467	371931	6132
1468	512552	6133
1469	372019	6134
1470	374251	6135
1471	372023	6136
1472	372025	6137
1473	372507	6138
1474	372505	6139
1475	372102	6140
1476	372789	6141
1477	679384	6142
1478	870152	6143
1479	372692	6144
1480	666519	6145
1481	773802	6146
1482	372996	6147
1483	456767	6148
1484	671557	6149
1485	605461	6150
1486	591135	6151
1487	373092	6152
1488	373113	6153
1489	373292	6154
1490	1064602	6155
1491	708157	6156
1492	651700	6157
1493	373094	6158
1494	373594	6159
1495	373592	6160
1496	664247	6161
1497	636088	6162
1498	678054	6163
1499	378951	6164
1500	999436	6165
1501	1057619	6166
1502	856145	6167
1503	667831	6168
1504	374610	6169
1505	1067074	6170
1506	378672	6171
1507	861175	6172
1508	375774	6173
1509	692698	6174
1510	1109144	6175

Lot/Unit	TCT	Land Court Lot
1511	457788	6176
1512	1075017	6177
1513	577926	6178
1514	375776	6179
1515	486680	6180
1516	672164	6181
1517	702501	6182
1518	804769	6183
1519	374685	6184
2001	547202	9095
2002	1112285	9096
2003	1050933	9097
2004	864966	9098
2005	1085683	9099
2006	458637	9100
2007	747112	9101
2008	455836	9102
2009	455835	9103
2010	506840	9104
2011	455834	9105
2012	458982	9106
2013	456862	9107
2014	459702	9108
2015	1048824	9109
2016	457192	9110
2017	1044819	9111
2018	457330	9112
2019	495893	9113
2020	662117	9114
2021	1083775	9115
2022	1090295	9116
2023	927445	9117
2024	645578	9118
2025	922715	9119
2026	585508	9120
2027	1003340	9121
2028	820794	9122
2029	535604	9123
2030	457333	9124
2031	1069077	9125
2032	1059335	9126
2033	745354	9127
2034	457332	9128
2035	615811	9129
2036	831383	9130
2037	681723	9131
2038	836436	9132
2039	619061	9133
2040	457512	9134
2041	457511	9135
2042	1094070	9136

Lot/Unit	TCT	Land Court Lot
2043	469689	9138
2044	561532	9139
2045	737187	9140
2046	1089084	9141
2047	875318	9142
2048	459467	9143
2049	903465	9144
2050	1013286	9145
2051	458341	9146
2052	607148	9147
2053	1040792	9148
2054	504520	9149
2055	528085	9150
2056	755048	9151
2057	802456	9152
2058	1072861	9153
2059	730267	9154
2060	658411	9155
2061	464772	9156
2062	611219	9158
2063	477079	9159
2064	678436	9160
2065	509047	9161
2066	1075451	9162
2067	540787	9163
2068	1118248	9164
2069	461242	9165
2070	461637	9166
2071	458285	9167
2072	1068973	9168
2073	645538	9169
2074	505828	9170
2075	1016285	9171
2076	458638	9172
2077	459354	9173
2078	813518	9174
2079	533604	9175
2080	460197	9176
2081	598110	9177
2082	825267	9178
2083	666324	9179
2084	1001108	9180
2085	597625	9181
2086	812098	9182
2087	1068018	9183
2088	462907	9184
2089	461371	9185
2090	463701	9186
2091	669348	9187
2092	1080435	9188
2093	461633	9189

Lot/Unit	TCT	Land Court Lot
2094	680839	9190
2095	699410	9191
2096	462763	9192
2097	740867	9193
2098	645319	9194
2099	640782	9195
2100	461525	9196
2101	738865	9197
2102	458971	9198
2103	1070817	9199
2104	464599	11236
2105	1080882	11235
2106	464598	11234
2107	468197	11233
2108	464597	11232
2109	465569	11231
2110	804438	11230
2111	468198	11229
2112	471076	11228
2113	465915	11227
2114	467448	11226
2115	713036	11225
2116	858964	11224
2117	817837	11223
2118	469099	11217
2119	471782	11216
2120	647374	11215
2121	587091	11214
2122	467039	11213
2123	1054818	11196
2124	673110	11197
2125	981323	11198
2126	1111840	11199
2127	731626	11200
2128	484988	11201
2129	1111602	11202
2130	707093	11203
2131	467899	11204
2132	467574	11205
2133	1092541	11206
2134	483689	11207
2135	742906	11208
2136	477081	11209
2137	475238	11210
2138	654350	11211
2139	1066606	11212
2140	774003	11195
2141	503017	11194
2142	491784	11183
2143	1102474	11184
2144	1100879	11185

Lot/Unit	TCT	Land Court Lot
2145	1098755	11186
2146	856603	11164
2147	1056547	11165
2148	1061204	11166
2149	467956	11167
2150	1038547	11168
2151	1060045	11169
2152	755492	11170
2153	496849	11192
2154	1108653	11191
2155	608793	11190
2156	644614	11189
2157	1066867	11188
2158	965009	11187
2159	745940	11163
2160	1085319	11162
2161	981960	11161
2162	467758	11160
2163	1093322	11159
2164	488739	11158
2165	988100	11157
2166	1037703	11156
2167	884362	11155
2168	941300	11154
2169	646353	11153
2170	474435	11152
2171	470785	11151
2172	586785	11150
2173	515902	11149
2174	944618	11148
2175	489298	11147
2176	472460	11146
2177	1065209	11145
2178	744732	11144
2179	729048	11143
2180	1037195	11142
2181	547604	11141
2182	1031309	11139
2183	1043027	11138
2184	1028587	11137
2185	816410	11136
2186	522665	11135
2187	522361	11134
2188	524061	11133
2189	521761	11132
2190	518245	11131
2191	1088107	11130
2192	1113891	11129
2193	484873	11128
2194	811664	11127
2195	511325	11126

Lot/Unit	TCT	Land Court Lot
2196	1047414	11125
2197	518247	11124
2198	762285	11123
2199	488403	11122
2200	642223	11121
2201	1037045	11120
2202	496615	11119
2203	578954	11118
2204	531038	11117
2205	1113324	11116
2206	599878	11115
2207	593050	11114
2208	1049677	11171
2209	507593	11172
2210	843718	11173
2211	1036537	11174
2212	851332	11175
2213	501181	11176
2214	786449	11177
2215	816268	11178
2216	577240	11179
2217	927368	11180
2218	485875	11181
2219	1085146	11182
2220	532497	11088
2221	959612	11089
2222	1085665	11090
2223	1103108	11091
2224	873591	11092
2225	514256	11093
2226	1048188	11094
2227	492577	11095
2228	728665	11096
2229	1103238	11097
2230	722769	11098
2231	681882	11099
2232	1029919	11100
2233	591345	11101
2234	662078	11102
2235	874469	11103
2236	1084470	11104
2237	1076982	11105
2238	993229	11106
2239	771011	11107
2240	982496	11108
2241	510630	11109
2242	925533	11110
2243	486836	11111
2244	516025	11112
2245	470675	11222
2246	677632	11221



Lot/Unit	TCT	Land Court Lot
2247	885562	11220
2248	677875	11219
2249	1110513	11218
2250	1109445	11087
2251	1102678	11086
2252	536478	11085
2253	534652	11084
2255	534653	11082
2256	1042665	11081
2257	601589	11079
2258	693247	11078
2259	530368	11077
2260	528337	11076
2261	1115597	11075
2262	1002118	11074
2263	471935	11073
2264	470786	11072
2265	472461	11071
2266	647404	11070
2267	810093	11069
2268	1054574	11068
2269	473463	11067
2270	959611	11066
2271	480840	11065
2272	626293	11064
2273	476683	11063
2274	480002	11062
2275	599889	11048
2276	474880	11049
2277	474191	11050
2278	840481	11051
2279	475409	11052
2280	474603	11053
2281	472071	11054
2282	473752	11055
2283	926015	11056
2284	475408	11057
2285	475410	11058
2286	474750	11059
2287	475407	11060
2288	1032900	11061
2289	724134	11039
2290	528661	11038
2291	1005633	11037
2292	884326	11036
2293	529602	11035
2294	523367	11034
2295	1118672	11033
2296	673668	11032
2297	770242	11031
2298	1119269	11030

Lot/Unit	TCT	Land Court Lot
2299	961526	11029
2300	1068183	11028
2301	825882	11027
2302	857688	11026
2303	584714	11025
2304	1093834	11024
2305	949805	11023
2306	762473	11022
2307	543974	11021
2308	576654	11020
2309	1057347	11019
2310	543563	11018
2311	900176	11017
2312	547432	11016
2313	891404	11015
2314	545384	11014
2315	543973	11013
2316	1032858	11012
2317	1058755	11011
2318	830718	11010
2319	956252	11009
2320	865886	11008
2321	1083426	11007
2322	540406	11006
2323	544969	11005
2324	1045703	11004
2325	1100895	11003
2326	542120	11002
2327	1092739	11044
2328	986796	11043
2329	1046236	11042
2330	544885	11041
2331	544886	11040
2332	706371	11047
2401/1A	839425	
2401/1B	741512	
2401/1C	886196	
2401/1D	1067846	
2401/1E	723857	
2401/1F	1065627	
2401/1G	481083	
2401/1H	953987	
2401/1I	886658	
2401/1J	538225	
2401/1K	495976	
2401/1L	1083683	
2402/2A	485707	
2402/2B	481239	
2402/2C	488121	
2402/2D	1108803	
2402/2E	1043593	

Lot/Unit	TCT	Land Court Lot
2402/2F	1069959	
2402/2G	907158	
2402/2H	770428	
2403/3A	745370	
2403/3B	824144	
2403/3C	707730	
2403/3D	788102	
2403/3E	733350	
2403/3F	1085710	
2403/3H	494275	
2403/3I	482040	
2403/3J	481084	
2403/3K	655351	
2403/3L	1112582	
2404/4A	1075768	
2404/4B	742913	
2404/4C	490401	
2404/4D	1069367	
2404/4E	977778	
2404/4F	1034857	
2404/4G	799937	
2404/4H	1081307	
2405/5A	483390	
2405/5B	922484	
2405/5C	1085429	
2405/5D	652284	
2405/5E	1015690	
2405/5F	1108786	
2405/5G	485706	
2405/5H	498627	
2405/5I	662505	
2405/5J	1083430	
2405/5K	1097700	
2405/5L	1119958	
2406/6A	869973	
2406/6B	1105954	
2406/6C	874281	
2406/6D	1073070	
2406/6E	1031283	
2406/6F	999435	
2406/6G	1116114	
2406/6H	677013	
2406/6I	759337	
2406/6J	836025	
2406/6K	493936	
2406/6L	663084	
2407/7A	964011	
2407/7B	963539	
2407/7C	1030947	
2407/7D	872846	
2407/7E	495188	

Lot/Unit	TCT	Land Court Lot
2407/7F	979745	
2407/7G	482656	
2407/7H	890475	
2408/8A	728840	
2408/8B	818888	
2408/8C	490869	
2408/8D	491295	
2408/8E	1079177	
2408/8F	667615	
2408/8G	665630	
2408/8H	708457	
2409/9A	901598	
2409/9B	501474	
2409/9C	1073213	
2409/9D	1069699	
2409/9E	957380	
2409/9F	488319	
2409/9G	915726	
2409/9H	921507	
2410/10A	563085	
2410/10B	1093243	
2410/10C	828299	
2410/10D	704770	
2410/10E	1099694	
2410/10F	490760	
2410/10G	1089186	
2410/10H	503533	
3001	549307	7516
3002	407054	7515
3003	916589	7514
3004	407055	7513
3005	1107167	7512
3006	415978	7511
3007	406347	7510
3008	1113789	7509
3009	406071	7508
3010	888519	7518
3011	403304	7519
3012	1050439	7520
3013	775033	7521
3014	575143	7522
3015	402714	7523
3016	1101679	7524
3017	403098	7525
3018	976874 ✓	7526
3019	1035268	7527
3020	403990	7528
3021	1087284	7529
3022	635418	7531
3023	404045	7530
3024	953258	7582

Lot/Unit	TCT	Land Court Lot
3025	1095172	7581
3026	406638	7580
3027	406633	7579
3028	405478	7572
3029	404797	7573
3030	405278	7574
3031	405156	7575
3032	448414	7576
3033	706801	7577
3034	406131	7578
3035	620424	7561
3036	404174	7562
3037	1099610	7563
3038	405277	7564
3039	1053614	7565
3040	619398	7566
3041	404798	7567
3042	407815	7568
3043	404252	7569
3044	404796	7570
3045	405119	7571
3046	954763	7532
3047	1078104	7533
3048	780933	7534
3049	1043867	7535
3050	948402	7536
3051	400576	7537
3052	603570	7538
3053	863970	7539
3054	633904	7540
3055	1057603	7541
3056	1035635	7542
3057	509256	7543
3058	1004357	7544
3059	401315	7545
3060	527602	7546
3061	404251	7547
3062	402583	7548
3063	726783	7549
3064	896897	7550
3065	691501	7551
3066	1081807	7552
3067	408616	7553
3068	400664	7554
3069	819230	7555
3070	401257	7556
3071	550259	7557
3072	403097	7558
3073	592437	7559
3074	431305	8065
3075	1003698	8066

Lot/Unit	TCT	Land Court Lot
3076	428810	8067
3077	741570	8068
3078	428298	8069
3079	1098188	8070
3080	1047991	8071
3081	431312	8072
3082	1022063	8073
3083	1017153	8074
3084	1094240	8075
3085	1072587	8076
3086	427593	8077
3087	427511	8078
3088	427329	8079
3089	427772	8080
3090	429404	8081
3091	1081450	8082
3092	429099	8083
3093	1097816	8084
3094	969295	8085
3095	679570	8086
3096	428561	8087
3097	436246	8088
3098	665192 ✓	8089 (nka 15427) ✓
3099	979134 ✓	8090 (nka 15428) ✓
3100	755999	8091
3101	803987	8092
3102	636759	8093
3103	430797	8094
3104	966748	8095
3105	819641	8096
3106	426833	8097
3107	892411	8098
3108	793455	8099
3109	430290	8100
3110	1008455	8101
3111	934833	8102
3112	1044442	8103
3113	425855	8104
3114	802775	8105
3115	426186	8106
3116	811726	8107
3117	425309 ✓	8108
3118	424916	8109
3119	427510	8110
3120	424601	8111
3121	1064566	8112
3122	424365	8113
3123	424602	8114

Lot/Unit	TCT	Land Court Lot
3124	856051	8115
3125	424520	8116
3126	424600	8117
3127	531337	8118
3128	915736	8119
3129	1048712	8120
3130	966683	8121
3131	1099660	8122
3132	426087	8123
3133	426367	8124
3134	767539	8125
3135	427324	8126
3136	426832	8127
3137	1106824	8128
3138	426741	8129
3139	817730	8130
3140	915080	8131
3141	508593	8132
3142	423768	8133
3143	498212	8134
3144	779338	8135
3145	973268	8136
3146	554084	8137
3147	1114793	8138
3148	1072582	8139
3149	568532	8140
3150	1063265	8141
3151	626990	8142
3152	498354	8143
3153	515212	8144
3154	808149	8145
3155	860966	8146
3156	587077	8147
3157	1036186	8148
3158	970869	8149
3159	649140	8150
3160	423485	8151
3161	854842	8152
3162	422227	8153
3163	1087558	8154
3164	639339	8155
3165	933004	8156
3166	1106861	8157
3167	422114	8158
3168	422541 ✓	8159
3169	1109891	8160
3170	422111	8161
3171	442556	8162
3172	1052306	8163
3173	967864	8164
3174	812489	8165

Lot/Unit	TCT	Land Court Lot
3175	1033445	8166
3176	839081	8167
3177	437717	8864
3178	541816	8865
3179	438773	8866
3180	546417	8867
3181	1023158	8868
3182	767819	8869
3183	437924	8883
3184	447253	8870
3185	919590	8871
3186	524566	8872
3187	558433	8873
3188	436775	8874
3189	994354	8875
3190	1110302	8876
3191	1022823	8877
3192	960222	8878
3193	649584	8879
3194	786757	8880
3195	1091245	8881
3196	436682	8882
3197	861100	8885
3198	1058958	8886
3199	599266	8887
3200	885383	8888
3201	1058256	8889
3202	1107818	8890
3203	1088117	8891
3204	436470	8892
3205	1081960	8893
3206	436452	8894
3207	1028271	8895
3208	1119619 ✓	8896
3209	765753	8897
3210	721166	8898
3211	831362	8899
3212	436471	8900
3213	1086772	8901
3214	676108	8902
3215	436525	8903
3216	1107224	8904
3217	436149	8905
3218	595904	8906
3219	436147 ✓	8907
3220	436148	8908
3221	437516	8909
3222	1087579	8910
3223	436780	8911
3224	1091658	8912
3225	515698	8913

Lot/Unit	TCT	Land Court Lot
3226	565864	8914
3227	1049497	8915
3228	436783	8916
3229	438145	8917
3230	631097	8918
3231	439634	8919
3232	437242	8921
3233	539001	8922
3234	582770	8923
3235	1069760	8924
3236	436468	8925
3237	810750	8926
3238	511728	8927
3239	626737	8928
3240	437465	8929
3241	437834	8930
3242	436366	8931
3243	942362	8932
3244	664975	8933
3245	437245	8934
3246	801685	8935
3247	436777	8936
3248	513838	8937
3249	438369	8938
3250	439369	8939
3251	441143	8940
3252	962119	9714
3253	458582	9715
3254	515576	9716
3255	1055803	9717
3256	464738	9718
3257	763350	9719
3258	793381	9720
3259	1096587	9721
3260	812634	9722
3261	1119752 ✓	9723
3262	522535	9724
3263	589215	9725
3264	1111328	9726
3265	642953	9727
3266	848189	9728
3267	1050303	9729
3268	453361	9730
3269	968779	9732
3270	1074953 ✓	9733
3271	930935	9734
3272	451991	9735
3273	1109242	9736
3274	967380	9737
3275	1009782	9738
3276	451989	9739

Lot/Unit	TCT	Land Court Lot
3277	927319	9740
3278	453342	9741
3279	671431	9742
3280	451992	9743
3281	895481	9744
3282	816944	9745
3283	713061	9746
3284	1111503	9747
3285	528445	9748
3286	1094449	9749
3287	452216	9750
3288	452215	9751
3289	863594	9752
3290	1087674	9753
3291	1090123	9754
3292	599833	9755
3293	1021730	9756
3294	869993	9757
3295	1071565	9758
3296	553125	9759
3401/1A	1104773	
3401/1B	1026990	
3401/1C	431167	
3401/1D	1062984	
3401/1E	429399	
3401/1F	431063	
3401/1G	889749	
3401/1H	1055289	
3402/2A	860965	
3402/2B	954815	
3402/2C	651138	
3402/2D	1078874	
3402/2E	941507	
3402/2F	997448	
3402/2G	1115728	
3402/2H	1116275	
3403/3A	431829	
3403/3B	431899	
3403/3C	1099031	
3403/3D	428557	
3403/3E	1109423	
3403/3F	685471	
3403/3G	1100180	
3403/3H	1115306	
3404/4A	1073591	
3404/4B	431166	
3404/4C	1072983	
3404/4D	429405	
3404/4E	941506	
3404/4F	940243	
3404/4G	812667	

Lot/Unit	TCT	Land Court Lot
3404/4H	734830	
3405/5A	540134	
3405/5B	1084164	
3405/5C	430533	
3405/5D	431067	
3405/5E	960638	
3405/5F	870401	
3405/5G	429406	
3405/5H	658914	
3406/6A	894464	
3406/6B	866344	
3406/6C	1091274	
3406/6D	430201	
3406/6E	968221	
3406/6F	429400	
3406/6G	1007829	
3406/6H	1065694	
3407/7A	428655	
3407/7B	1065283	
3407/7C	1091275	
3407/7D	475452	
3407/7E	1089467	
3407/7F	869240	
3407/7G	1113846	
3407/7H	830581	
3408/8A	961395	
3408/8B	965622	
3408/8C	1073541	
3408/8D	710314	
3408/8E	1051439	
3408/8F	965337	
3408/8G	428187	
3408/8H	829477	
3409/9A	637546	
3409/9B	1084063	
3409/9C	644310	
3409/9D	433604	
3409/9E	665457	
3409/9F	1099692	
3409/9G	428558	
3409/9H	590560	
3410/10A	582193	
3410/10B	1086295	
3410/10C	804408	
3410/10D	831350	
3410/10E	806601	
3410/10F	1040338	
3410/10G	851421	
3410/10H	429942	
3411/11A	1078725	
3411/11B	1111828	

Lot/Unit	TCT	Land Court Lot
3411/11C	838056	
3411/11D	429944	
3411/11E	796740	
3411/11F	966079	
3411/11G	678741	
3411/11H	1089818	
4001	439035	8293
4002A	439461	8294
4003B	440378	8295
4004C	1063971	8296
4005D	782796	8297
4006	929759	8298
4007A	439037	8299
4008B	439709	8300
4009C	440064	8301
4010D	930423	8302
4011	969039	8303
4012A	569406	8304
4013B	819368	8305
4014C	1111614	8306
4015D	555588	8307
4016	456870	8308
4017A	1101690	8309
4018B	443693	8310
4019C	440065	8311
4020D	448971	8312
4021	439038	8313
4022A	440379	8314
4023B	443063	8315
4024C	439206	8316
4025D	957588	8317
4026	440380	8318
4027A	1052488	8319
4028B	948542	8320
4029C	665269	8321
4030D	854413	8322
4031	1106442	8323
4032A	818439	8324
4033B	1065799	8325
4034C	441456	8326
4035D	1034013	8327
4036	679219	8328
4037A	728110	8329
4038B	571669	8330
4039C	442004	8331
4040D	1049239	8332
4041	1078295	8333
4042A	571750	8334
4043B	743702	8335
4044C	750780	8336
4045D	443697	8337

Lot/Unit	TCT	Land Court Lot
4046	470748	8338
4047A	443304	8339
4048B	660144	8340
4049C	1105897	8341
4050D	691115	8342
4051	1013503	8343
4052A	443699	8344
4053B	443883	8345
4054C	705724	8346
4055D	1095152	8347
4056	1096554	8348
4057A	1088617	8349
4058B	1046762	8350
4059C	1083714	8351
4060D	473583	8352
4061	779743	8353
4062A	961563	8354
4063B	1084093	8355
4064C	471090	8356
4065D	854809	8357
4066	1054553	8358
4067A	449529	8359
4068B	778383	8360
4069C	621934	8361
4070D	1119506 ✓	8362
4071	482979	8363
4072	685764	8364
4073B	637480	8365
4074	1001635	8366
4075A	441909	8367
4076B	880521	8368
4077C	442006	8369
4078D	443702	8370
4079	441457	8371
4080A	1039734	8372
4081B	443703	8373
4082	442911	8374
4083C	731939	8375
4084	732363	8376
4085	440734	8377
4086A	547919	8378
4087B	1075070	8379
4088C	1096208	8380
4089	440069	8381
4090A	1067960 ✓	8382
4091B	454611	8383
4092C	685890	8384
4093D	1024145	8385
4094	1075331	8386
4095A	1080848	8387
4096B	441911	8388

Lot/Unit	TCT	Land Court Lot
4097	805989	8389
4098A	1105613	8390
4099B	574665	8391
4100	1076022	8392
4101A	443309	8393
4102B	1088831	8394
4103C	1069778	8395
4104D	771196	8396
4105E	1027043	8397
4106F	904915	8398
4107	443067	8399
4108	506869	8400
4109A	1091610	8401
4110B	1034274	8402
4111C	443710	8403
4112	443069	8404
4113A	443311	8405
4114B	444890	8406
4115C	643963	8407
4116D	1040919	8408
4117	443070	8409
4118A	443111	8410
4119B	970219	8411
4120	839960	8412
4121C	1087826	8413
4122	442712	8414
4123A	1111509	8415
4124B	678268	8416
4125	446668	8417
4126A	1114988	8418
4127B	965022	8419
4128C	903422	8420
4129D	860240	8421
4130	441395	8422
4131E	1104403	8423
4132F	441065	8424
4133	642220	8425
4134	777682	8426
4135A	507546	8427
4136B	648527	8428
4137C	985219	8429
4138	441915	8430
4139A	734588	8431
4140B	993343	8432
4141C	644241 ✓	8433
4142D	1070820	8434
4143	1056704	8435
4144A	914796	8436
4145B	839614	8437
4146C	441066	8438
4147D	439710	8439

Lot/Unit	TCT	Land Court Lot
4148E	843973	8440
4149F	439208 ✓	8441
1 ✓	1050646 ✓	
2	1052217	
3	1056357	
4	1052359	
5	1051699	
6	1050941	
7	1055310	
8	1054321	
9	1051513	
10	1051599	
11	1051514	
12	1056504	
13	1051700	
14	1055522	
15	1056148	
16	1053109	
17	1063061	
18	1051386	
19	1051720	
20	1054322	
21	1051842	
22	1051600	
23	1053757	
24	1056772	
25	1052102	
26	1051515	
27	1051721	
28	1052186	
29	1051601	
30	1052407	
31	1050647	
32	1051387	
33	1060327	
34	1065814	
35 ✓	1051517 ✓	
4185	929350	8477
4186A	1097618	8478
4187B	811490	8479
4188C	1101901	8480
4189	534977	8481
4190A	701811	8482
4191B	452124	8483
4192C	463312 ✓	8484
4193D	986954	8485
4194	823043	8486
4195A	1070758	8487
4196B	451149	8488
4197C	454936	8489
4198D	452663	8490

Lot/Unit	TCT	Land Court Lot
4199	452396	8491
4200A	451038	8492
4201B	449953	8493
4202C	449954	8494
4203D	967182	8495
4204	940718	8496
4205	954780	8497
4206A	888622	8498
4207B	923312	8499
4208C	961762	8500
4209	463974	8501
4210A	1085956	8502
4211B	692805	8503
4212C	1119278 ✓	8504
4213D	644444	8505
4214E	451538	8506
4215F	451897	8507
4216	1008613	8508
4217A	739870	8509
4218B	1108433	8510
4219	1073930	8511
4220C	1077274	8512
4221	451202	8513
4222	782484	8514
4223A	1049157	8515
4224B	833763	8516
4225C	1117030	8517
4226	1119024 ✓	8518
4227A	696880	8519
4228B	811126	8520
4229C	815131	8521
4230D	1119389 ✓	8522
4231E	776262	8523
4232F	1117365	8524
4233G	559510	8525
4234	492907	8526
4235A	451420	8527
4236B	459046	8528
4237	644267	8529
4238C	928882	8530
4239	453040	8531
4240A	1103734	8532
4241B	450513	8533
4242C	1096238	8534
4243D	450514 ✓	8535
4244	451714	8536
4245A	1107920	8537
4246B	450515	8538
4247C	1056158	8539
4248D	1048102	8540
4249E	449959	8541

Lot/Unit	TCT	Land Court Lot
4250F	690183	8542
4251	450517	8543
4252A	451898	8544
4253B	1045469	8545
4254C	1095849	8546
4255D	451899	8547
4256	1078369	8548
4257A	719494	8549
4258B	453974	8550
4259C	1072241	8551
4260D	946184	8552
4261	1050790	8553
4262A	452716	8554
4263B	1073352	8555
4264C	686381	8556
4265D	615657	8557
4266	1053593	8558
4267A	542106	8559
4268B	695154	8560
4269C	1057983	8561
4270D	804731	8562
4271	1081242	8563
4272A	631105	8564
4273B	791595	8565
4274C	767202	8566
4275D	755412	8567
4276E	679381	8568
4277F	492174	8569
4278	588141	8570
4279A	747647	8571
4280B	1086586	8572
4281C	542843	8573
4282D	1030999	8574
4283	607512	8575
4284A	485999	8576
4285B	867574	8577
4286C	751111	8578
4287D	886998	8579
4288	1032002	8580
4289A	452224	8581
4290B	821891	8582
4291C	624237	8583
4292D	1065118	8584
4293	1110900	8585
4294A	677687	8586
4295B	672505	8587
4296C	458644	8588
4297D	966403	8589
4298	508999	8590
4299A	517355	8591
4300B	455139	8592

Lot/Unit	TCT	Land Court Lot
4301C	452182	8593
4302D	452051	8594
4303	822680	8595
4304A	1066417	8596
4305B	728936	8597
4306C	1095634	8598
4307D	1065389	8599
4308	455520	8600
4309A	451769	8601
4310B	978102	8602
4311C	1098046	8603
4312D	966481	8604
4313	448830	8605
4314A	449958	8606
4315B	451258	8607
4316C	1049338	8608
4317D	667125	8609
4318	450519	8610
4319A	451257	8611
4320B	1105863	8612
4321C	1002235	8613
4322D	856084	8614
4323	449154	8615
4324A	1036760	8616
4325B	447712	8617
4326	448763	8618
4327C	448049	8619
4328	507746	8620
4329A	642887	8621
4330B	453315	8622
4331C	450520	8623
4332D	448430	8624
4333	1118181	8625
4334	449957	8626
4335A	448832	8627
4336B	1008548	8628
4337C	1038926	8629
4338	1094737	8630
4339A	448677	8631
4340B	449404	8632
4341C	448764	8633
4342D	452645	8634
4343E	449531	8635
4344F	451603	8636
4345G	560136 ✓	8637
4346A	968140	8638
4348C	697857	8640
4349D	449221	8641
4350E	449407	8642
4351F	683031	8643
4352	983977	8644

Lot/Unit	TCT	Land Court Lot
4353	942828	8645
4354A	628574	8646
4355B	1070279	8647
4356C	1114457	8648
4357D	449409 ✓	8649
4401/A101	445279	
4401/A102	1077069	
4401/A103	902094	
4401/A104	1097660	
4401/A105	674071	
4401/A106	446100	
4401/A107	446669	
4401/A108	1082991	
4402/B201	446670	
4402/B202	688448	
4402/B203	672022	
4402/B204	1048397	
4402/B205	776334	
4402/B206	1030046	
4402/B207	1114637	
4402/B208	1061569	
4403/C301	1052386	
4403/C302	1063534	
4403/C303	1108666	
4403/C304	985048	
4403/C305	577324	
4403/C306	445286	
4403/C307	445438	
4403/C308	1094816	
4404/D401	834859	
4404/D402	644115	
4404/D403	895469	
4404/D404	1045886	
4404/D405	802406	
4404/D406	445288	
4404/D407	445289	
4404/D408	1108555	
4405/E501	1116652	
4405/E502	645129	
4405/E503	969168	
4405/E504	1091496	
4405/E505	1089607 ✓	
4405/E506	447530	
4405/E507	628991	
4405/E508	838920	
4406/F601	1051274	
4406/F602	1110005	
4406/F603	622275	
4406/F604	446223	
4406/F605	445293	
4406/F606	1103737	

Lot/Unit	TCT	Land Court Lot
4406/F607	1057938	
4406/F608	449960	
4407/G701	627475	
4407/G702	970779	
4407/G703	856086	
4407/G704	1011420	
4407/G705	942703	
4407/G706	893528	
4407/G707	1049068	
4407/G708	675792	
4408/H801	449223	
4408/H802	1079921	
4408/H803	1002765	
4408/H804	1099816	
4408/H805	905503	
4408/H806	448674	
4408/H807	1037696	
4408/H808	1096382	
4409/J901	1030038	
4409/J902	746126	
4409/J903	1034660	
4409/J904	447825	
4409/J905	648460	
4409/J906	1076475	
4409/J907	731389	
4409/J908	1082406	
4410/K1001	991769	
4410/K1002	1117346	
4410/K1003	845280	
4410/K1004	1028619	
4410/K1005	1008016	
4410/K1006	667285	
4410/K1007	673232	
4410/K1008	983217	
4411/L1101	1083281	
4411/L1102	1077657	
4411/L1103	964766	
4411/L1104	524133	
4411/L1105	948158	
4411/L1106	1086667	
4411/L1107	1041687	
4411/L1108	747185 ✓	
4412/M1201	461529	
4412/M1202	1083032	
4412/M1203	1105742	
4412/M1204	886316	
4412/M1205	895450	
4412/M1206	754700	
4412/M1207	655719	
4412/M1208	658836	
4413/N1301	834010	

Lot/Unit	TCT	Land Court Lot
4413/N1302	452948	
4413/N1303	447532	
4413/N1304	830793	
4413/N1305	753112	
4413/N1306	447827	
4413/N1307	1074043	
4413/N1308	929052	
4414/P1401	1105600	
4414/P1402	722509	
4414/P1403	467904	
4414/P1404	631593	
4414/P1405	461290	
4414/P1406	1084912	
4414/P1407	965585	
4414/P1408	663135	
4415/Q1501	1079724	
4415/Q1502	1000711	
4415/Q1503	927952	
4415/Q1504	1057642	
4415/Q1505	618390	
4415/Q1506	850721	
4415/Q1507	1003738	
4415/Q1508	945345	
4416/R1601	1108299	
4416/R1602	685728	
4416/R1603	831474	
4416/R1604	1103068	
4416/R1605	690181	
4416/R1606	1043863	
4416/R1607	802090	
4416/R1608	800215	
4417/S1701	445309	
4417/S1702	1112312	
4417/S1704	621087	
4417/S1705	1006361	
4417/S1706	451040	
4417/S1707	445312	
4417/S1708	1101155	
4418/T1801	738084	
4418/T1802	908253	
4418/T1803	1066801	
4418/T1804	1077764 ✓	
4418/T1805	446109	
4418/T1806	838923	
4418/T1807	450976	
4418/T1808	450037	
4419/U1901	629227	
4419/U1902	1080873	
4419/U1903	988233	
4419/U1904	1040165	
4419/U1905	1032685	

Lot/Unit	TCT	Land Court Lot
4419/U1906	447696	
4419/U1907	1067457	
4419/U1908	547720 ✓	
5001	1079638	10443
5002	583114	10444
5003	582854	10445
5004	673360	10446
5005	580890	10447
5006	580563	10448
5007	580809	10449
5008	814134	10450
5009	950588	10451
5010	712369	10452
5011	811741	10453
5012	577046	10454
5013	572381	10455
5014	574254	10456
5015	1078977	10457
5016	582454	10458
5017	812601	10459
5018	568490	10460
5019	753302	10461
5020	1037072	10462
5021	937480	10463
5022	1109950	10464
5023	1099395	10465
5024	835669	10466
5025	750455	10467
5026	994180	10468
5027	635330	10469
5028	781697	10470
5029	1116907	10471
5030	1106996	10472
5031	542139	10473
5032	900703	10474
5033	850345	10475
5034	479760	10476
5035	928885	10477
5036	1094436	10478
5037	866326	10479
5038	485456	10480
5039	1118586 ✓	10481
5040	1069990	10482
5041	478213	10483
5042	1018293	10484
5043	1048178	10485
5044	965586	10486
5045	856779	10487
5046	556909	10488
5047	1073329	10489
5048	1094149	10490

Lot/Unit	TCT	Land Court Lot
5049	1062478	10491
5050	812658	10492
5051	766365	10493
5052	797102	10494
5053	840448	10495
5054	1030825	10496
5055	1058464	10497
5056	908801	10498
5057	1099135	10499
5058	1054974	10500
5059	1095103	10501
5060	467383	10502
5061	591956	10503
5062	1118003	10504
5063	467157	10505
5064	1095301	10506
5065	938958	10507
5066	1092007	10508
5067	585647	10509
5068	668133	10510
5069	583936	10511
5070	465286	10512
5071	465287	10513
5072	1013933	10514
5073	686116	10515
5074	769112	10516
5075	1031485	10517
5076	465574	10518
5077	467158	10519
5078	465777	10520
5079	465912	10521
5080	1086454	10522
5081	1057840	10523
5082	874159	10524
5083	1047175	10525
5084	1116878	10526
5085	1090226	10527
5086	479004	10528
5087	741476	10529
5088	600632	10530
5089	895457	10531
5090	482105 ✓	10532
5091	1103380	10533
5092	476162	10534
5093	498123	10535
5094	476945	10536
5095	1046803	10537
5096	1055462	10538
5097	916132	10539
5098	482733	10540
5099	634598	10541

Lot/Unit	TCT	Land Court Lot
5100	1048828	10542
5101	472966	10543
5102	472882	10544
5103	633679	10545
5104	490993	10546
5105	662595	10547
5106	785250	10548
5107	483006	10549
5108	873251	10550
5109	839442	10551
5110	1056214	10552
5111	521283	10553
5112	629711	10554
5113	932231	10555
5114	520389	10556
5115	1102020	10557
5116	1055656	10558
5117	928048	10559
5118	529926	10560
5119	561453 ✓	10561 (nka 13475) ✓
5120	1060440	10562
5121	700866	10563
5122	555913	10564
5123	707257	10565
5124	1034801	10566
5125	1038452	10567
5126	1085823	10568
5127	925411	10569
5128	1084897	10570
5129	1061173	10571
5130	676127	10572
5131	640286	10573
5132	1073421	10574
5133	929064	10575
5134	973834	10576
5135	554357	10577
5136	874122	10578
5137	1100432	10579
5138	1117165	10580
5139	1043166 ✓	10581
5140	1031088	10582
5141	1078697	10583
5142	537700	10584
5143	537414	10585
5144	974282	10586
5145	537624	10587
5146	881355	10588
5147	1047615	10589
5148	1039747	10590



Lot/Unit	TCT	Land Court Lot
5149	944840	10591
5150	1007084	10592
5151	534713	10593
5152	1107739	10594
5153	647681	10595
5154	480708	10596
5155	911172	10597
5156	725369	10598
5157	475251	10599
5158	930448	10600
5159	1029191	10601
5160	529871	10602
5161	473980	10603
5162	1034376	10604
5163	950678	10605
5164	612435	10606
5165	1092738	10607
5166	1115331	10608
5167	820972	10609
5168	1058220	10610
5169	971655	10611
5170	1061856	10612
5171	461884	10613
5172	469693	10614
5173	877114	10615
5174	462247	10616
5175	1067832	10617
5176	599271	10618
5177	720274	10619
5178	1040988	10620
5179	1049067	10621
5180	1024855	10622
5181	462610	10623
5182	518031	10624
5183	462823	10625
5184	462885	10626
5185	674652	10627
5186	803029	10628
5187	1096384	10629
5188	463313	10630
5189	463709	10631
5190	990375 ✓	10632
5191	463710	10633
5192	640342	10634
5193	1065362	10635
5194	1054145	10636
5195	479391	10637
5196	479583	10638
5197	1072749	10639
5198	1103452	10640
5199	479639	10641

Lot/Unit	TCT	Land Court Lot
5200	484976	10642
5201	956742	10643
5202	1077463	10644
5203	479761	10645
5204	961696	10646
5205	960640	10647
5206	964959	10648
5207	966993	10649
5208	1043440	10650
5209	1094014	10651
5210	968404	10652
5211	960726	10653
5212	960217	10654
5213	961482	10655
5214	968981	10656
5215	960848	10657
5216	961916	10658
5217	968982	10659
5218	961772	10660
5219	963607	10661
5220	964523	10662
5221	961773	10663
5222	963122	10664
5223	1066262	10665
5224	1089688	10666
5225	962916	10667
5226	962734	10668
5227	1044526	10669
5228	962917	10670
5229	965827	10671
5230	963800	10672
5231	965826	10673
5232	963329	10674
5233	963330	10675
5234	812223	10676
5235	1115725	10677
5236	1102082	10678
5237	967748	10679
5238	1083730	10680
5239	693335	10681
5240	1087163	10682
5241	1044522 ✓	10683
5242	586780	10684
5243	584385	10685
5244	537918	10686
5245	726564	10687
5246	538199	10688
5247	1094216	10689
5248	809545	10690
5249	818870	10691
5250	1070545	10692

Lot/Unit	TCT	Land Court Lot
5251	913400	10693
5252	544211	10694
5253	549975	10695
5254	556646	10696
5255	1099695	10697
5256	878832	10698
5257	1108623	10699
5258	1017735	10700
5259	1049350	10701
5260	575329	10702
5261	547235	10703
5262	769811	10704
5263	644526	10705
5264	671433	10706
5265	623869	10707
5266	1062907	10708
5267	686100	10709
5268	717786	10710
5269	577361	10711
5270	1113264	10712
5271	970782	10713
5272	1117743	10714
5273	1085527	10715
5274	1112848	10716
5275	677368	10717
5276	481757	10718
5277	1079965	10719
5278	1036026	10720
5279	960474	10721
5280	480909	10722
5281	572458	10723
5282	480782	10724
5283	538815	10725
5284	480605	10726
5285	480540	10727
5286	480709	10728
5287	480294	10729
5288	896531	10730
5289	925423	10731
5290	480188	10732
5291	479819	10733
5292	824677 ✓	10734
5293	659062	10735
5294	1096389	10736
5295	1087442	10737
5296	713718	10738
5297	1016175	10739
5298	1069891	10740
5299	942769	10741
5300	463981	10742
5301	463983	10743

Lot/Unit	TCT	Land Court Lot
5302	1050293	10744
5303	818106	10745
5304	690968 ✓	10746
5501/1A	847415	
5501/1B	882337	
5501/1C	850016	
5501/1D	444015	
5501/1E	1035554	
5501/1F	603476	
5501/1G	1099465	
5501/1H	1064130	
5502/2A	690367	
5502/2B	491743	
5502/2C	443348	
5502/2D	443388	
5502/2E	1068580	
5502/2F	498177	
5503/3A	444968	
5503/3B	820920	
5503/3D	1079741	
5503/3E	1071449	
5503/3F	790681	
5503/3G	1083217	
5503/3H	873163	
5504/4A	742497	
5504/4B	1117291	
5504/4C	1076616 ✓	
5504/4E	812319	
5504/4F	444021	
5505/5A	960330	
5505/5B	728129	
5505/5C	875389	
5505/5D	446117	
5505/5E	845313	
5505/5F	1117960	
5505/6A	445348	
5506/6B	934315	
5506/6C	457893	
5506/6D	682791 ✓	
5506/6E	831672	
5506/6F	772784	
5506/6G	819316	
5506/6H	1103753	
5507/7A	487750	
5507/7B	1116954	
5507/7C	981275	
5507/7D	988651	
5507/7E	1105305	
5507/7F	445525	
5508/8A	447658	
5508/8B	1079944	

Lot/Unit	TCT	Land Court Lot
5508/8C	1107162	
5508/8D	1035755	
5508/8E	895347	
5508/8F	702345	
5508/8G	849309	
5508/8H	868935	
5509/9A	593540	
5509/9B	1078917	
5509/9C	988230	
5509/9D	1092340	
5509/9E	446328	
5509/9F	1060518	
5510/10A	1062139	
5510/10B	683308	
5510/10C	446998	
5510/10D	1050861	
5510/10E	947323	
5510/10F	1120276 ✓	
5511/11A	446541	
5511/11B	793262	
5511/11C	975077	
5511/11D	766999	
5511/11E	627330	
5511/11F	1056227	
5512/12A	993910	
5512/12B	863918	
5512/12C	1096028	
5512/12D	452649	
5512/12E	448181	
5512/12F	833473	
5513/13A	453817	
5513/13B	646761	
5513/13C	1047906	
5513/13D	446327	
5513/13E	1047539	
5513/13F	592908	
5514/14A	1001048	
5514/14B	489233	
5514/14C	664087 ✓	
5514/14D	878364	
5514/14E	1055369	
5514/14F	460694	
5514/14G	456669	
5514/14H	452142	
5515/15A	447060	
5515/15B	448922	
5515/15C	835834	
5515/15D	1104727	
5515/15E	446170	
5515/15F	445876	
5516/16A	1108660	

Lot/Unit	TCT	Land Court Lot
5516/16B	456551	
5516/16C	890843	
5516/16D	774758	
5516/16E	1088074	
5516/16F	444581	
5517/17A	586343	
5517/17B	1051483	
5517/17C	654445	
5517/17D	445124	
5517/17E	697901	
5517/17F	771197	
5517/17G	876874	
5517/17H	1029974	
5518/18A	459809	
5518/18B	447130	
5518/18C	448296	
5518/18D	788063	
5518/18E	446681	
5518/18F	591483	
5519/19A	724712	
5519/19B	607086	
5519/19C	470156	
5519/19D	1115736	
5519/19E	1064465	
5519/19F	884389	
5519/19G	1030434	
5519/19H	452773	
6601/1A	845490	
6601/1B	1048819	
6601/1C	1011301	
6601/1D	856266	
6601/1E	1044391	
6601/1F	848495	
6601/1G	1096276	
6601/1H	457521	
6602/2A	1058389	
6602/2B	655365	
6602/2C	1102155	
6602/2D	724625 ✓	
6602/2E	826419	
6602/2F	556445	
6602/2G	461156	
6602/2H	472099	
6603/3A	1066059	
6603/3B	457777	
6603/3C	1055121 ✓	
6603/3D	1088605	
6603/3E	856162	
6603/3F	551007	
6603/3G	459755	
6603/3H	1103774	

Lot/Unit	TCT	Land Court Lot
6604/4A	1088767	
6604/4B	1051582	
6604/4C	466327	
6604/4D	913198	
6604/4E	1086768	
6604/4F	1073468	
6604/4G	856087	
6604/4H	458653	
6605/5A	910504	
6605/5B	1080324	
6605/5C	459243	
6605/5D	1056664	
6605/5E	1011750	
6605/5F	1062793	
6605/5G	459240	
6605/5H	636780	
6606/6A	668611	
6606/6B	1066440	
6606/6C	1024367	
6606/6D	460303	
6606/6E	1072438	
6606/6F	626072	
6606/6G	1080277	
6606/6H	516410	
6607/7A	1080427	
6607/7B	777569	
6607/7C	460559	
6607/7D	459602	
6607/7E	854844	
6607/7F	781155	
6607/7G	1082990	
6607/7H	533779	
6608/8A	459806	
6608/8B	829464	
6608/8C	524026	
6608/8D	1062965	
6608/8E	924881	
6608/8F	460025	
6608/8G	806370 ✓	
6608/8H	462073	
6609/9A	1086025	
6609/9B	1095101	
6609/9C	1030651	
6609/9D	1044281	
6609/9E	614439	
6609/9F	1070547	
6609/9G	936020	
6609/9H	460134	
6610/10A	992764	
6610/10B	1116759	
6610/10C	807723	

Lot/Unit	TCT	Land Court Lot
6610/10D	680160	
6610/10E	1051148	
6610/10F	1022426	
6610/10G	1079718	
6610/10H	1059022	
6611/11A	1107923	
6611/11B	494008	
6611/11C	469198	
6611/11D	462075	
6611/11E	1072439	
6611/11F	467711	
6611/11G	874916	
6611/11H	462260	
6612/12A	1064892	
6612/12B	463007	
6612/12C	981690	
6612/12D	1116423	
6612/12E	469648	
6612/12F	840090	
6612/12G	1102630	
6612/12H	841363	
6613/13A	468249	
6613/13B	875025	
6613/13C	935943	
6613/13D	1113379	
6613/13E	575722	
6613/13F	945828	
6613/13G	1083116	
6613/13H	462891	
6614/14A	1055224	
6614/14B	1036884	
6614/14C	1098541	
6614/14D	677842	
6614/14E	464770	
6614/14F	1109448	
6614/14G	806647	
6614/14H	1040267	
6615/15A	1088217	
6615/15B	459766 ✓	
6615/15C	1089050	
6615/15D	465787	
6615/15E	1029248	
6615/15F	1076997	
6615/15G	460749	
6615/15H	627892	
6616/16A	1112465	
6616/16B	1065630	
6616/16C	589848	
6616/16D	1054774	
6616/16E	463270	
6616/16F	1006869	

Lot/Unit	TCT	Land Court Lot
6616/16G	698335	
6616/16H	1037047	
7001	1009578	12055
7002	1055149 ✓	12056 (nka 14983) ✓
7003	1100797 ✓	12057 (nka 14982) ✓
7004	1052427	12058
7005	667522	12059
7006	899089	12060
7007	1115066	12061
7008	814698	12062
7009	645855	12063
7010	878846	12064
7011	632535	12065
7012	994047	12066
7013	632672	12067
7014	721890	12068
7015	636751	12069
7016	682462	12070
7017	631647	12071
7018	632267	12072
7019	989941	12073
7020	1069982	12074
7021	777371	12075
7022	699796	12076
7023	747457	12077
7024	631387	12078
7025	929050	12079
7026	742425	12080
7027	632678	12081
7028	769202	12082
7029	1104912	12083
7030	740946	12084
7031	1092274	12085
7032	1046462	12086
7033	790240 ✓	12087
7034	632198	12088
7035	886337	12089
7036	635471	12090
7037	635644	12091
7038	1096858	12092
7039	635650	12093
7040	1048437 ✓	12094 (nka 14750) ✓
7041	1089527	12095
7042	646480	12096
7043	646483	12097

Lot/Unit	TCT	Land Court Lot
7044	646171	12098
7045	646292	12099
7046	647665	12100
7047	818125	12101
7048	912525	12102
7049	646694	12103
7050	647339	12104
7051	1042341	12105
7052	647456	12106
7053	647343	12107
7054	924370	12108
7055	917780	12109
7056	847392	12110
7057	1093582	12111
7058	647669	12112
7059	1093979	12113
7060	1083936	12114
7061	1014778	12115
7062	650011	12116
7063	650254	12117
7064	650256	12118
7065	1100436	12119
7066	657415	12120
7067	1041307	12121
7068	1078905	12122
7069	652036	12123
7070	652273	12124
7071	654586	12125
7072	661069	12126
7073	861078	12127
7074	766039	12128
7075	1058598	12129
7076	661637	12130
7077	655251	12131
7078	888503	12132
7079	657489	12133
7080	660656	12134
7081	1083971	12135
7082	935010 ✓	12136
7083	663147	12137
7084	661073	12138
7085	855827	12139
7086	1039918	12140
7087	1082623	12141
7088	968888	12142
7089	662436	12143
7090	1028011	12144
7091	661641	12145
7092	1039756	12146
7093	1116894	12147
7094	662234	12148

Lot/Unit	TCT	Land Court Lot
7095	773925	12149
7096	1019333	12150
7097	1112519	12151
7098	662232	12152
7099	661482	12153
7100	662599	12154
7101	661441	12155
7102	737545 ✓	12156 (nka 14985) ✓
7103	661439	12157
7104	940677	12158
7105	662230	12159
7106	983010	12160
7107	659854 ✓	12161 (nka 14986) ✓
7108	757267 ✓	12162 (nka 14987) ✓
7109	927437	12163
7110	661437	12164
7111	661875	12165
7112	1098626	12166
7113	658813	12167
7114	1089589	12168
7115	655493	12169
7116	1046946	12170
7117	1076477	12171
7118	654846	12172
7119	774969	12173
7120	1113734	12174
7121	1050468	12175
7122	720539	12176
7123	651261	12177
7124	650808	12178
7125	1099812	12179
7126	775012	12180
7127	650811 ✓	12181
7128	951881	12182
7129	1078002	12183
7130	807540	12184
7131	1054843	12185
7132	867033	12186
7133	1051730	12187
7134	648782	12188
7135	753983	12189
7136	637882	12190
7137	637889	12191
7138	997854	12192
7139	640905	12193

Lot/Unit	TCT	Land Court Lot
7140	913567	12194
7141	900234	12195
7142	1104308	12196
7143	639869	12197
7144	640169	12198
7145	1114552	12199
7146	1049578	12200
7147	869792	12201
7148	757196	12202
7149	642017	12203
7150	970465	12204
7151	910939	12205
7152	1029522	12206
7153	693849	12207
7154	1017471	12208
7155	1095100	12209
7156	816109	12210
7157	850816	12211
7158	642637	12212
7159	810537	12213
7160	1045169 ✓	12214
7162	644483	12216
7163	657667 ✓	12217 (nka 14989) ✓
7164	643335	12218
7165	1106488	12219
7166	1060337	12220
7167	990563	12221
7168	646487	12222
7169	1119058 ✓	12223
7170	982034	12224
7171	1051382	12225
7172	639985	12226
7173	1118612	12227
7174	640171	12228
7175	694609	12229
7176	737307	12230
7177	808890	12231
7178	1098267	12232
7179	1031687	12233
7180	846401	12234
7181	896272	12235
7182	860850	12236
7183	636617	12237
7184	633050	12238
7185	632843	12239
7186	632845	12240
7187	1110061	12241
7188	974530	12242
7189	927347	12243

Lot/Unit	TCT	Land Court Lot
7190	635653	12244
7191	985323	12245
7192	869972	12246
7193	1064142	12247
7194	636153	12248
7195	1031706	12249
7196	635664	12250
7197	636620	12251
7198	636972	12252
7199	628482	12253
7200	988431	12254
7201	1067871	12255
7202	875853	12256
7203	628351	12257
7204	627125	12258
9101/101	1052875	
9102/102	1054155	
9103/103	1071071	
9104/104	1069346	
9201/201	1054184	
9202/202	1053141	
9203/203	1058037	
9204/204	1053806	
9301/301	1057360	
9302/302	1057710	
9303/303	1061307	
9304/304	1060499	
9305/305	1060500	
9306/306	1057708	
9307/307	1071675	
9401/401	1057537	
9402/402	1057709	
9403/403	1065908	
9404/404	1058384	
9405/405	1107953	
9406/406	1058303	
9407/407	1060532	
9501/501	1063513	
9502/502	1062849	
9503/503	1064956	
9504/504	1062580	
9505/505	1064985	
9506/506	1063297	
9507/507	1063033	
9601/601	1063851	
9602/602	1064793	
9603/603	1062367	
9604/604	1062368	
9605/605	1062850	
9606/606	1062581	
9607/607	1062976	

Lot/Unit	TCT	Land Court Lot
9701/701	1064474	
9702/702	1062676	
9703/703	1062851	
9704/704	1064475	
9705/705	1063514	
9706/706	1064188	
9707/707	1074956	
9801/801	1068445	
9802/802	1067581	
9803/803	1067582	
9804/804	1067735	
9805/805	1067478	
9806/806	1110821	
9807/807	1067405	
9901/901	1065986	
9902/902	1066430	
9903/903	1065987	
9904/904	1066122	
9905/905	1069907	
9906/906	1068100	
9907/907	1065711	
50101/101	955759	
50102/102	1113866	
50103/103	954004	
50104/104	1049079	
50105/105	1086635	
50106/106	1051855	
50107/107	1049529	
50201/201	1106367	
50202/202	915212	
50203/203	1092477	
50204/204	1046263	
50205/205	908200	
50206/206	1060292	
50207/207	1085783	
50301/301	919642	
50302/302	914019	
50303/303	1007161	
50304/304	913758	
50305/305	919336	
50306/306	1066598	
50307/307	913552	
50401/401	1086526	
50402/402	917139	
50403/403	1057829	
50404/404	913554	
50405/405	912672	
50406/406	913555	
50407/407	912273	
50501/501	931790	
50502/502	932202	

Lot/Unit	TCT	Land Court Lot
50503/503	959911	
50504/504	1053863	
50505/505	932059	
50506/506	943942	
50507/507	1096100	
50601/601	1074059	
50602/602	929388	
50603/603	943482	
50604/604	931521	
50701/701	931262	
50702/702	1068691	
50703/703	943943	
50704/704	1077512	
50705/705	946983	
50706/706	947313	
50707/707	931859	
50801/801	926785	
50802/802	1090858	
50803/803	1042986	
50804/804	923307	
50805/805	927220	
50806/806	1041695	
50807/807	1064517	
50901/901	926786	
50902/902	929044	
50903/903	925372	
50904/904	1110356	
50905/905	1084752	
50906/906	939207	
50907/907	1044479	
51001/1001	1105085	
51002/1002	1112148	
51003/1003	985216	
51004/1004	997467	
51005/1005	986746	
51006/1006	985807	
51101/1101	1088298	
51102/1102	1113835	
51103/1103	986855	
51104/1104	1114120	
51105/1105	984615	
51106/1106	983615	
51201/1201	979242	
51202/1202	976178	
51203/1203	1088321	
51204/1204	1086683	
51205/1205	976581	
51206/1206	979139	
51207/1207	980238	
51301/1301	1085275	
51302/1302	966762	

Lot/Unit	TCT	Land Court Lot
51303/1303	966351	
51304/1304	967183	
51305/1305	1100286	
51306/1306	967314	
51307/1307	968695	
51401/1401	966088	
51402/1402	988641	
51403/1403	968413	
51404/1404	966487	
51405/1405	965828	
51406/1406	1091734	
51407/1407	1116127	
51501/1501	1060970	
51502/1502	968980	
51503/1503	966090	
51504/1504	968173	
51505/1505	965829	
51506/1506	974136	
51507/1507	972022	
51601/1601	1067257	
51602/1602	1066713	
51603/1603	1100294	
51604/1604	976833	
51605/1605	976071	
51606/1606	980237	
51607/1607	976832	
51701/1701	978186	
51702/1702	977124	
51703/1703	975955	
51704/1704	1116152	
51705/1705	976835	
51706/1706	976072	
51707/1707	977125	
51801/1801	983792	
51802/1802	983616	
51803/1803	985061	
51804/1804	1092328	
60101/101	1003651 /	
60102/102	1008599	
60103/103	1001957	
60104/104	999156	
60105/105	1000023	
60106/106	1027045	
60107/107	1005282	
60108/108	1013910	
60201/201	1064548	
60202/202	1065579	
60203/203	1006292	
60204/204	1004491	
60205/205	1106430	
60206/206	1120299 /	

Lot/Unit	TCT	Land Court Lot
60207/207	1110861	
60208/208	1055834	
60301/301	1091897	
60302/302	1120273 /	
60303/303	1057702	
60304/304	1007247	
60305/305	1007743	
60306/306	1036691	
60307/307	1007248	
60308/308	1019905	
60401/401	1029165 /	
60402/402	1038308	
60403/403	1061717	
60404/404	1041585	
60405/405	1055510	
60406/406	1008262	
60407/407	1011142	
60408/408	1080778	
60501/501	1011595	
60502/502	1035881	
60503/503	1023241	
60504/504	1035418	
60505/505	1007083	
60506/506	1111148	
60507/507	1008408	
60508/508	1027627	
60601/601	1028621	
60602/602	1103508	
60603/603	1025079	
60604/604	1035324	
60605/605	1061265	
60606/606	1012045	
60607/607	1014404	
60608/608	1033509	
60701/701	1019590	
60702/702	1033417	
60703/703	1080297	
60704/704	1030021 /	
60705/705	1013241	
60706/706	1084359	
60707/707	1105314	
60708/708	1033586	
60801/801	1029482	
60802/802	1112528	
60803/803	1029486	
60804/804	1036934	
60805/805	1041589	
60806/806	1036695	
60807/807	1031507	
60808/808	1030731	
60901/901	1034298	

Lot/Unit	TCT	Land Court Lot
60902/902	1036327	
60903/903	1032246	
60904/904	1031106	
60905/905	1031067	
60906/906	1040361	
60907/907	1112124	
60908/908	1041587	
61001/1001	1035064	
61002/1002	1041588	
61003/1003	1046617	
61004/1004	1044968	
61005/1005	1030994	
61006/1006	1086285	
61007/1007	1084172	
61008/1008	1036422	
61101/1101	1042598	
61102/1102	1053538	
61103/1103	1036193	
61104/1104	1042226	
61105/1105	1042597	
61106/1106	1044420	
61107/1107	1038616	
61108/1108	1041599	
61201/1201	1040541	
61202/1202	1090485	
61203/1203	1041682	
61204/1204	1043520	
61205/1205	1041904	
61206/1206	1085959	
61207/1207	1098314	
61208/1208	1047599	
61301/1301	1053830	
61302/1302	1088828	
61303/1303	1054779	
61304/1304	1056034	
61401/1401	1057528	
61402/1402	1052717	
61403/1403	1055122 /	
61404/1404	1053532	
61405/1405	1053533	
61406/1406	1053536	
61407/1407	1092329	
61408/1408	1052874	
61501/1501	1060534	
61502/1502	1081926	
61503/1503	1053142	
61504/1504	1053808	
61505/1505	1054954	
61506/1506	1055721	
61507/1507	1052718	
61508/1508	1060938	

Lot/Unit	TCT	Land Court Lot
61601/1601	1045326	
61602/1602	1046997	
61603/1603	1045137	
61604/1604	1045718	
61605/1605	1044541	
61606/1606	1051761	
61607/1607	1044966	
61608/1608	1110016	
61701/1701	1046934	
61702/1702	1061120	
61703/1703	1047258	
61704/1704	1048376	
61705/1705	1045442	
61706/1706	1048734	
61707/1707	1100881	
61708/1708	1046858	
61801/1801	1045325	
61802/1802	1047155	
61803/1803	1046492	
61804/1804	1046859	
61805/1805	1046796	
61806/1806	1091116	
61807/1807	1090366	
61808/1808	1048092	
91001/1001	1066938	
91002/1002	1066589	
91003/1003	1104324	
91004/1004	1067583	
91005/1005	1066679	
91006/1006	1066431	
91007/1007	1066842	
91101/1101	1069343	
91102/1102	1068474	
91103/1103	1070114	
91104/1104	1069194	
91201/1201	1068913	
91202/1202	1069690	
91203/1203	1070056 /	
91204/1204	1069497	
91301/1301	1057711	
91302/1302	1058949	
91303/1303	1060533	
91304/1304	1057712	
91305/1305	1057822	
91306/1306	1057713	
91307/1307	1058033	
91401/1401	1058947	
91402/1402	1052462	
91403/1403	1052876	
91404/1404	1056991	
91001N/1001	1033520	

Lot/Unit	TCT	Land Court Lot
91002N/1002	1032354	
91003N/1003	1094377	
91004N/1004	1032581	
91005N/1005	1036827	
91006N/1006	1035649	
91007N/1007	1034472	
9101N/101	1018338	
9102N/102	1004908	
9103N/103	1091256	
9104N/104	1004907	
9105N/105	1002884	
9106N/106	1001529	
9107N/107	1002056	
91101N/1101	1030668	
91102N/1102	1032339	
91103N/1103	1030485	
91104N/1104	1030794	
91105N/1105	1030944	
91106N/1106	1032340	
91107N/1107	1030486	
91201N/1201	1030350	
91202N/1202	1029487	
91203N/1203	1029390	
91204N/1204	1029624	
91301N/1301	1003907	
91302N/1302	1005890	
91303N/1303	1002057	
91304N/1304	1001531	
91305N/1305	1023103	
91306N/1306	1020850	
91401N/1401	1032337	
91402N/1402	1033380	
91403N/1403	1032586	
91404N/1404	1029488	
91405N/1405	1032341	
91406N/1406	1113481	
91407N/1407	1032338	
9201N/201	1008034 /	
9202N/202	1005892	
9203N/203	1021806	
9204N/204	1006689	
9205N/205	1024065	
9206N/206	1025080	
9301N/301	1006412	
9302N/302	1005838	
9303N/303	1028033	
9304N/304	1008035	
9305N/305	1007082	
9306N/306	1023127	
9307N/307	1024677	
9401N/401	1043929	

Lot/Unit	TCT	Land Court Lot
9402N/402	1007744	
9403N/403	1047383	
9404N/404	1059307	
9405N/405	1008575	
9406N/406	1051648	
9407N/407	1029095	
9501N/501	1046581	
9502N/502	1087240	
9503N/503	1028032	
9504N/504	1029796	
9505N/505	1018310	
9506N/506	1114431	
9507N/507	1118070	
9601N/601	1017722	
9602N/602	1015311	
9603N/603	1013240	
9604N/604	1096622	
9605N/605	1027779	
9606N/606	1076863	
9607N/607	1027798	
9701N/701	1016947	
9702N/702	1057260	
9703N/703	1014028	
9704N/704	1030086	
9705N/705	1026592	
9706N/706	1025081	
9707N/707	1084236	
9801N/801	1033296	
9802N/802	1036821	
9803N/803	1032695	
9804N/804	1034742	
9805N/805	1035065	
9806N/806	1032693	
9807N/807	1033514	
9901N/901	1033581	
9902N/902	1033162	
9903N/903	1033582	
9904N/904	1041600 /	
9905N/905	1033519	
9906N/906	1035325	
9907N/907	1036565	
	341501	5351
68000	420149	18715, 8041, 8044, 18713
27000	426166	8278A/B
28000	426166	8280A-1
28100	426166	8280A-2
	439420	9263B
	439420	9263C

Lot/Unit	TCT	Land Court Lot
	474798	
	475557	9264
	491401	13649 - 13879
	510267	8652
	512787	
	795284	16116 (nka Lots 16917 to 17252)
	839769	14984 & 14990
99000	986891	18725
	1056756	
	1090463	8725
	1090463	8733
	1090464	8724
	1090464	8727
	1090870	8694
47000	465903	8653
48000	484673	8651
	770722	16117
	375758	18723 & various other Lots
	444918	7241
	460936	10749 & 10750
	496704	12259 - 12280
	528912	8042
	561252	13474 & 13476
	584338	12034
	679324	9201
	703997	7590 - 7596
	703998	8170 - 8175, 8178 & 8180
	703999	8945 - 8949
	704000	9763 - 9765

Lot/Unit	TCT	Land Court Lot
	711206	7517, 7585, 7586, 7588, 7589, 8168, 8181, 8920, 8941 to 8943 & 9761 - 9762
	878360	8282
	878361	9200, 9202 - 9207
	878362	11237 - 11248
	1050806	14988
	1017455	12032
	1095714	19595
	737545	14985
	659853	14986
	661234	14987
	1050806	14988
	657666	14989
	839769	14990