

R-112

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JUL 06, 1998 08:01 AM

Doc No(s) 98-096563

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:
Thomas D. Welch, Jr.
MANCINI, ROWLAND & WELCH
33 Lono Ave., Ste. 470
Kahului, HI 96732

TG ACCGEM P2633y

RS

TDW:dkw/24371/37483:June 24, 1998

Total No. of Pages: 4

Affects TMK (2) 4-3-01:70, (2) 4-3-05:16 & (2) 4-3-05:18

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment is dated this 25th day of June, 1998 and is executed by MAUI USA, INC., a Nevada corporation, the principal place of business of which is 10 Hoohei Road, Suite 209, Lahaina, Hawaii 96761.

1. **RECITALS:** Reference is made to the Declaration of Covenants, Conditions and Restrictions of Kahana Ridge, dated January 12, 1998, recorded in the State of Hawaii Bureau of Conveyances as Document No. 98-0008688 (the "Declaration"). Maui USA, Inc. is the owner of not less than 65% of all subdivided lots in Kahana Ridge. This Amendment is adopted by the written consent of Maui USA, as owner of 65% of all subdivided lots in Kahana Ridge, in accordance with Section 8.04 of the Declaration.

2. **AMENDMENT.** The Declaration is hereby amended as follows:

A. Article 3 entitled "COVENANTS" is hereby amended by adding thereto a new Section 3.18 to read as follows:

3.18 Irrigation and Landscape Maintenance. At the time a home is constructed on each lot, the Lot Owner will install and thereafter maintain an irrigation sprinkler system to irrigate the entire lawn and landscaped areas on said lot. Said system will be maintained in good order and repair and will be operated as needed to maintain the attractive appearance of the lawn and landscaping (subject, however, to any general water use shortages and moratoriums generally applied by the County of Maui Board of Water Supply). All unimproved lots prior to construction must be planted with ground cover and maintained at a maximum height of 12". Without limiting the generality of Section 8.01, the Association on its own initiative or on request of any lot owner or the Architectural Design Committee may enter any undeveloped lot which has an unkempt appearance in violation of this provision and may plant ground cover or trim the existing vegetation to bring the appearance of the lot into conformity with this Declaration, and may assess the cost thereof against said lot owner as a special assessment of common expenses which may be collected in accordance with Section 5.04 and Section 8.01."

2. Section 4.02, entitled "Restriction and Scope" is amended by adding to it an additional paragraph at the end of the existing language, to read as follows:

"At the time of the Architectural Design Committee's review of any "structure" as provided above, a landscaping and irrigation plan will also be submitted to the Architectural Design Committee for review and approval. The landscaping and irrigation plan will be carried out by the Lot Owner concurrently with or promptly after the construction of the home on the lot."

3. Exhibit C, "DESIGN STANDARDS" is hereby amended by changing Section D.1.(c), discussing the plans which must be submitted to the Architectural Design Committee by each Lot Owner, to read as follows:

"(c) Building Plans and Landscaping Plans to include:

- (i) Floor plans;
- (ii) All exterior elevations including finished grades;
- (iii) Landscape plans including description of plant materials, grass, ground cover, plants, shrubs and trees;
- (iv) Plans for installation of irrigation system as required under Section 4.02 of the Declaration."

4. Exhibit C, "DESIGN STANDARDS" is hereby further amended by changing the first full paragraph of Section C.4 to require that all construction work be performed by licensed general contractors and not by owner/builders. That paragraph is amended to read as follows:

"...All construction work shall be performed, executed and completed by a general contractor licensed to practice in the State of Hawaii."

5. Exhibit C, "DESIGN STANDARDS" is hereby further amended by changing Section C.6 by adding to the end of that section an additional paragraph, to read as follows:

"All siding material must be equivalent to Hardi Plank Lap Siding or higher quality; and T-111 siding is not permitted".

6. Exhibit C, "DESIGN STANDARDS" is hereby further amended by deleting the fourth full paragraph of that section (beginning with "Other types of roof materials..." and ending with "...or higher quality material") in its entirety, and substituting the following:

"Other types of roof materials (such as wood shakes, fiberglass and composition) will be permitted, if approved by the Architectural Design Committee. All roofing materials must be equivalent to the Celotex Presidential 40 year roof or higher quality".

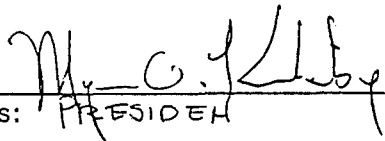
7. Exhibit C, "DESIGN STANDARDS" is hereby further amended by deleting Section C.17 in its entirety and substituting the following:

"17. Windows and Reflective Surfaces. At a minimum, all windows must be double-glazed, thermal insulated. No highly reflective finishes shall be used on exterior surfaces, other than glass. Glass may not be mirrored."

8. In all other respects, the Declaration shall remain in full force and effect and unmodified.

Executed the day and year first above written.

MAUI USA, INC.

By: 
Its: PRESIDENT

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 25th day of June, 1998 before me personally appeared Myron O. Kirkby, to me known, who being by me duly sworn, did say that he is the President of Maui USA, Inc., a Nevada corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said Myron O. Kirkby acknowledged said instrument to be the free act and deed of said corporation.

Daniel A. Watson
Notary Public, State of Hawaii
My commission expires: 11-21-98

LS