



R-922 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
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Is/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

LAND COURT

161 11 29

Return By Mail  Pick-Up  To:

1250 Oceanside Partners  
78-6831 Ali'i Drive, Ste. K-15  
Kailua-Kona, Hawaii 96740

Attn: Development  
(808) 324-6500

TITLE OF DOCUMENT:

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HOKULIA

PARTIES TO DOCUMENT:

DECLARANT: 1250 OCEANSIDE PARTNERS, a Hawaii limited partnership

TAX MAP KEY(S): See Schedule 1 attached hereto (This document consists of 16 pages.)

EXHIBIT A

# HOKULI'A

## SCHEDULE 1 TMK INDEX

### PHASE 1

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# HOKULI'A

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course and for access to and right to enter upon the Common Area for installation and maintenance of any irrigation systems.

The owner of any golf course within or adjacent to any portion of Hokuli`a, its agents, employees, successors, and assigns shall have a perpetual, exclusive easement of access over Hokuli`a for the purpose of retrieving golf balls from bodies of water within the Common Areas lying reasonably within range of golf balls hit from its golf course.

Every Lot and the Common Area and the Village Common Area of any Village Association adjacent to such golf course are burdened with an easement for golf car paths, sewer, and other utilities adjacent to the golf course, or in such other areas as may be reasonably determined by Declarant, so long as such relocation does not materially interfere with an Owner's improvement or use of his/her Lot. Declarant may assign any or all of such easement rights to the Association, the PCSA and/or the owner of the golf course located within Hokuli`a, its successors, and assigns.

**11.8 Easement to Inspect and Right to Correct.**

Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, Improvement, or condition that may exist on any portion of the property within Hokuli`a, including Lots, and a perpetual, nonexclusive easement of access throughout Hokuli`a to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a Dwelling shall be permitted without the Owner's consent.

**11.9 Easement for Public Access to Shoreline Park.**

Each Owner acknowledges that as a condition of the development of the Property, the public must be granted access to the Shoreline Park. Such access shall be in accordance with the rules and guidelines established in the Shoreline Public Access Plan as required under SMA Permit No. 345. Therefore, Declarant reserves for the public the right to use designated portions of Hokuli`a for access to, and use of, the Shoreline Park.

**11.10 Easement for Agricultural Uses and Activities.**

Each Owner and occupant acknowledges that portions of Hokuli`a (including road rights-of-way and other Common Areas, and Association Easement), may be utilized for Agricultural Use. An easement is hereby reserved over Common Area (other than Agricultural Preserves) and Lots (whether developed or undeveloped) for the benefit of Declarant, its authorized agents, successors, and assigns, and the Association, and its authorized agents, successors, and assigns, for Agricultural Use and related activities conducted by Declarant, the Association, and their respective agents, successors, and assigns. In addition, an easement is hereby reserved over Agricultural Preserves for the benefit of Declarant, its authorized agents, successors, and assigns, and the PCSA, and its authorized agents, successors, and assigns, for agricultural activities conducted by Declarant, the PCSA, their respective agents, successors and assigns, or Persons authorized by the PCSA. Such easements shall include, but not be limited to, the transmission, discharge, or emissions of surface water runoff, noise, vibration, smoke, soot, dust, exhaust, noxious vapors, odors, and other substances that are created as a result of activities

incidental to one or more of the following: (a) cultivation of flowers, trees, plants, vegetables, fruits, foliage, forage, and other Agricultural Products and (b) buildings and uses, including but not limited to, storage facilities, roadways, and maintenance facilities that are normally considered necessary and appropriate for the uses described in (a). Each Owner and occupant further acknowledges that the Association, the PCSA, and Declarant shall not be held liable for any nuisance, personal injury, illness, or any other loss or damage that is caused by the presence and operation of Agricultural Uses or other agricultural activities within Hokulua.

#### 11.11 Easement for Historical Sites.

Declarant reserves for itself, the Association, and the PCSA, and their directors, officers, employees, agents and designees, a nonexclusive, perpetual easement over the Common Areas and Lots to (a) travel to and from the Historical Sites, and (b) inspect, evaluate, perform data recovery, maintain, and preserve the Historical Sites identified on the Property from time to time. Such easement shall affect only such portions of the Common Area and Lots as Declarant, the Association, or the PCSA, as the case may be, deems reasonably necessary for such purposes. Declarant further reserves for itself, the Association, and the PCSA the right to grant nonexclusive easements over the Common Areas and Lots to (a) travel to and from such Historical Sites, (b) inspect, evaluate, perform data recovery, maintain and preserve such Historical Sites, and/or (c) perform traditional, cultural and/or religious practices at such Historical Sites, to any Person who is or may be entitled under Hawaii law to exercise any such rights. Such easements shall affect only such portions of the Common Areas and Lots as Declarant, the Association or the PCSA, as the case may be, deems reasonably necessary for such purposes and may be subject to such reasonable terms, conditions and restrictions that Declarant, the Association or the PCSA may impose consistent with Hawaii law.

Some Historical Sites have been identified; however, others may exist that have yet to be discovered. The Historical Sites that have yet to be discovered may be located on Lots or in lava tubes or caves beneath Lots. Declarant reserves for itself, the Association and the PCSA the right to grant additional easements or modify existing easements under this Section for additional Historical Sites that are discovered and to comply with Hawaii law or the requirements of any governmental or quasi governmental entity that has jurisdiction over matters involving such Historical Sites.

Due to the sensitive nature of this type of easement, the potential exists for conflict between Persons using easements pursuant to this Section and Owners. In order to avoid or eliminate any potential conflicts that may arise, an environment of mutual respect between Persons using the easements and Owners must prevail. Owners should exercise caution to avoid disruption of Historical Sites and should take no action to prevent or hinder access to Historical Sites. Persons utilizing easements pursuant to this Section should do so in a careful, considerate and conscientious manner and take reasonable steps to avoid disturbing Owners. The Association, Declarant, the PCSA, and any officer, director, employee, agent or principal of any of them, shall have no liability for any damages, increased construction costs, or delays caused by the existence of, or the discovery of, a Historical Site or the designation or use of an easement related to such Historical Site.

In addition, the Association and the PCSA are each specifically authorized to adopt culturally appropriate Restrictions and Rules from time to time concerning the trimming or removal of vegetation on Lots or the Common areas overhanging or preventing or hindering appropriate access to Historical Sites.

**11.12 Easement for Maintenance of Lots.**

Declarant reserves for itself and the Association, an easement of ingress and egress over such portions of Lots necessary for the purpose of removing, replacing, installing, and maintaining trees, plants, and other vegetation on such Lots. Declarant and the Association shall have the right to exercise this easement over the entire area of a Lot, including the Building Envelope, until the Owner of such Lot completes construction of a Dwelling on the Lot. Except as otherwise provided by the Governing Documents, after an Owner has completed construction of a Dwelling on his/her Lot the right to exercise this easement shall be limited to the area of the Lot that is outside the Building Envelope. Declarant and the Association shall have the right, but not the obligation (except as otherwise provided as to the Association in Section 7.3), to undertake any, or all, of the activities described in this Section.

The activities undertaken pursuant to this Section may include, but not be limited to, grading of Lots and the removal, replacement, installation, and maintenance of trees, plants, and other vegetation. Subject to the restrictions contained in this Section, Declarant and the Association may conduct such activities on all or a portion of such Lots including, but not limited to, the portion of a Lot that is designated as the Building Envelope. The cost of conducting activities under this Section shall be a Common Expense. No tree, plant, or other vegetation installed pursuant to this Section including, but not limited to, trees, plants, and other vegetation, shall be modified, pruned, cut, or removed without the approval of Declarant.

**11.13 Easement for Drainage.**

The Property is burdened with a perpetual and nonexclusive easement over, through, and across the Property as necessary to accommodate drainage from or across property adjacent to Lots in its currently existing and natural pattern and flow, or as the pattern or flow may be altered by any of Declarant's landscaping activities undertaken pursuant to Section 11.12. Declarant reserves the right to designate additional drainage easements over, through, and across the Property including, but not limited to, portions of Lots. Each Owner assumes all liability for damage to Persons or property caused by interference with the flow of drainage from, over, through, or across such Owner's Lot in connection with Owner's activities on all or any part of such Lot, and agrees to indemnify, defend, and hold harmless Declarant, the Association and the PCSA from and against any liability, claim, demand, action, or suit arising out of, or in connection with, any such interference with drainage.

**11.14 Easement for Public Access to Kuleana Parcels.**

Each Owner acknowledges that as a condition of the development of the Property, the public must be granted access to the Kuleana Parcels referenced in the Shoreline Public Access Plan. Such access shall be in accordance with the rules and guidelines established in the Shoreline Public Access Plan as required under SMA Permit No. 345. Therefore, Declarant

reserves for the public the right to use designated portions of Hokuli`a for access to, and use of, the Kuleana Parcels.

#### 11.15 Easement for Helicopter Landing Area.

Each Owner and occupant acknowledges that a helicopter landing area may be constructed on a portion of the Common Area for use by Declarant, the Association, the PCSA, and the Members, for, among other things, transportation to and from the Property. The use of the helicopter landing area shall be subject to such reasonable Restrictions and Rules as may be imposed by the Association Board in its discretion. The helicopter landing area shall not be utilized for the temporary or permanent storage of helicopters or any other aircraft. An easement is hereby reserved over Hokuli`a for the benefit of Declarant, its authorized agents, successors, and assigns, the Association, the PCSA, and Members, to the extent necessary to fly helicopters to and from the helicopter landing area and for the transmission, discharge, or emissions of noise, vibration, air currents, light, smoke, soot, dust, exhaust, noxious vapors, odors, and other substances that are created as a result of activities incidental to the operation of the helicopter landing area. Each Owner and occupant further acknowledges that the Association, the PCSA, Declarant, and Members shall not be held liable for any nuisance, personal injury, illness, or any other loss or damage that is caused by the presence and operation of the helicopter landing area.

#### 11.16 Association Easement.

Declarant reserves for itself, so long as Declarant owns any property described in Exhibit "A" or "B" of the Declaration, and grants to the Association and its successors, assigns, and designees, the nonexclusive right and easement to the portion of each Lot that is designated as Association Easement for the purposes of installing, maintaining, and repairing utilities; widening roads; installing structures and Improvements; installing and maintaining landscaping; conducting Agricultural Uses; performing their duties and exercising the rights and privileges; and any other reasonable purpose as may be determined in the discretion of Declarant or the Association, as the case may be. Except for trees shown on the Lot Information Plan, no Improvement, structure, landscaping, plants, trees, or other vegetation that is installed or maintained in the Association Easement shall exceed the height of eight feet, provided that trees or other vegetation may exceed the height of eight feet if the Association determines that such trees or vegetation will not materially obstruct the view from the Lots.

Except as provided in Section 5.1 above or Article XVII below, no Owner may remove, damage, or destroy any Improvement, structure, landscaping, plants, trees, or Agricultural Products that are within the Association Easement unless given express, written consent by the Association Board. Except as provided in Article XVII below, no Owner may construct any Improvement or install landscaping on any portion of a Lot other than the Building Envelope. Any Owner that constructs any Improvement or installs any landscaping on a portion of his/her Lot that is designated as Association Easement in violation of this Section 11.16 or Article XVII below shall be required, upon notice from the Association Board, to remove such Improvement or landscaping at his/her expense and restore the Association Easement to substantially the same condition as it existed prior to the construction or installation of such Improvement or landscaping. In the event an Owner fails to take such action as required by the Association Board, the Association shall have the right to remove such landscaping or Improvement and

#### 16.4 Restrictions on Use.

To the extent permitted by the Shoreline Public Access Plan, Declarant or the PCSA (if Declarant has conveyed the Shoreline Park to the PCSA) may impose reasonable restrictions on the use of the Shoreline Park including, but not limited to, rules and regulations affecting activities and hours of usage so long as such rules and regulations do not conflict with the public's right of access under the Shoreline Public Access Plan.

#### 16.5 Limitations on Liability.

The public shall have a passive use right to utilize the Shoreline Park for recreational purposes and shall not be charged a fee for such use. Neither Declarant, the Association nor the PCSA shall impose a fee for access to, or use of, the Shoreline Park. Except as otherwise provided by Hawaii law neither Declarant, the Association nor the PCSA may:

- (a) extend any assurance that the premises are safe for any purpose;
- (b) confer upon any Person the legal status of an invitee or licensee to whom a duty of care is owed;
- (c) assume responsibility for, or incur liability for, any injury to individuals or property caused by an act or omission or commission of such Persons; or
- (d) assume responsibility for, or incur liability for, any injury to any individual or individuals who enter the premises in response to an injured recreational user.

### **Article XVII Agricultural Use**

#### 17.1 Acknowledgment of Agricultural Use.

The Association shall have the authority to ensure that use of the Property, particularly the Lots, complies fully with the Agricultural Use requirements imposed by applicable land use regulations and zoning laws of the County and State of Hawaii, including Hawaii County Ordinances 96-7 and 96-8, SMA Permit No. 356, Hawaii Revised Statutes §§ 205-2(d) and 205-4.5 and Chapter 25 of the Hawaii County Code. A collectivized approach to Agricultural Use, through the Association, is the most efficient and effective means of achieving such compliance; the Agricultural Use to be conducted by the Association pursuant to this Article XVII is intended to ensure full compliance with such laws. Portions of the Property are designated particularly for Agricultural Use. The portions of the Property utilized for Agricultural Use by the Association may include, but are not limited to, road rights-of-way and other Common Areas, Village Common Areas, and the Association Easement. Upon the written request of an Owner, the Association, in its discretion, may designate a portion of the Natural Area of such Owner's Lot for the Association's Agricultural Use. The Association shall conduct its Agricultural Use in a manner intended to provide economic benefit to the Owners. All Agricultural Use shall be conducted in a manner consistent with the Development Agreement, Ordinance, and Hawaii law. Agricultural Use by the Association shall be of perpetual duration except as otherwise provided in this Article including, but not limited to, reduction or elimination of Agricultural Use requirements as a result of a change of state land use designation from



Agricultural District to Rural District as contemplated by Section 17.9 and subsequent action by Hawaii County to eliminate any County Agricultural Use requirements. Under no circumstances shall any Agricultural Use of the Property include the raising, breeding or keeping of llamas, horses, cattle, pigs, or any other livestock nor chickens, turkeys, or any other poultry. In addition to the provisions of the Declaration, the Association and each Owner must comply with all laws and regulations that are applicable to Agricultural Uses.

#### 17.2 Control of Agricultural Use.

It is Declarant's intention that the Association shall control, to the maximum extent possible, the Agricultural Use within the Property, provided that (i) an Owner may utilize the Natural Area or Potential Improvement Area of the Owner's Lot for Agricultural Use subject to reasonable regulation by the Association, including regulations concerning use of chemicals, noxious plants, or activities disruptive to other Owners; and (ii) an Owner may utilize portions of the Association Easement not then in use for any purpose by the Association for such Owner's Agricultural Use not inconsistent with the rights of the Association in the Association Easement upon the written consent of the Association, which consent will not be unreasonably withheld; and provided further that the foregoing does not authorize an Owner to construct any structures outside of the Building Envelope.

Each Owner shall reasonably assist and cooperate with the Association in conducting the required Agricultural Uses. Each Owner and the Association shall conduct all Agricultural Use in compliance with all applicable local, state, and federal laws and regulations. Each Owner hereby appoints the Association as his/her true, lawful and irrevocable attorney-in-fact, coupled with an interest, for the Association to:

- (a) exercise, do, or perform any act, right, power, duty, or obligation whatsoever in connection with the carrying out or fulfilling the Agricultural Use of the Association Easement located within the Owner's Lot;
- (b) sign, execute, acknowledge, deliver, and record any and all instruments that the Association deems necessary under the circumstances to carry out and conduct the Agricultural Use on the Property; and
- (c) determine the amount and type of Agricultural Products that will be grown on the Property, except for the Agricultural Products to be grown by an Owner within the Natural Area or Potential Improvement Area of the Owner's Lot.

#### 17.3 Management of Agricultural Use.

In carrying out its obligations to manage the Agricultural Use of the Property, the Association may:

- (a) hire, supervise, and retain employees, agents, and experts and purchase or lease all necessary equipment and supplies to conduct some or all of the Agricultural Use on the Property;

(b) employ a Person to act as a manager to manage and operate some or all of the Agricultural Use conducted on the Property. The Association Board shall supervise such Person directly; or

(c) grant licenses to local farmers, or other Persons, to carry on some or all of the Agricultural Use conducted on the Property. The Association shall have the sole discretion to determine the fee for any such license as well as the duration and scope of such license; however, a license for a term exceeding 10 years shall require the approval of a majority of the Owners.

The Association shall have the authority to enter into all agreements necessary to carry out its powers under this Section. Nothing contained in this Section 17.3 shall be deemed to limit an Owner's right to conduct Agricultural Uses, as elsewhere provided in the Declaration, within the Natural Area or Potential Improvement Area of the Owner's Lot, directly or through third parties, as set forth in paragraphs (a), (b) and (c).

#### 17.4 Right of Access.

The Association, its agents, affiliates, employees, assigns, contractors, licensees, and lessees shall have a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to and from the entrance to the Property, to and from any portion of the Property designated for Agricultural Use, and further, over those portions of the Property (including Common Areas, Village Common Areas and Lots) reasonably necessary to the operation of the Agricultural Use of the Property. The Association, its employees, agents, and managers, as well as any Person granted a license pursuant to this Article shall not enter the Building Envelope, or any Improvements thereon, without the Lot Owner's permission, unless otherwise provided by the Declaration. No Owner may interfere or otherwise obstruct the access to, or use of, the property designated for Agricultural Use. No Owner may cut, remove, damage, or destroy any Agricultural Product cultivated by the Association on any portion of the Property including such Owner's Lot.

#### 17.5 Distribution of Income from Agricultural Uses.

The Association, as agent for the Owners, shall collect all income generated from the Agricultural Use of the Property including, but not limited to, license fees and sale of Agricultural Products, except such income as generated by an Owner by his/her Agricultural Use of the Natural Area or Potential Improvement Area of the Owner's Lot, which income shall be the sole property of such Owner. The income so produced to the Association shall, to the extent not needed by the Association for conducting Agricultural Use, be distributed to the Owners.

#### 17.6 Declarant's Right to Designate Agricultural Use.

To the fullest extent permitted by the Development Agreement, the SMA Permit, Ordinance, and Hawaii law, Declarant, during the Class "B" Control Period, may unilaterally assign portions of the Property for Agricultural Use. To the fullest extent permitted by the Development Agreement, the SMA Permit, Ordinance, and Hawaii law, Declarant, during the Class "B" Control Period, may designate what Agricultural Uses may be conducted on the Property. In the event that any local, state, or federal law or regulation requires an increase in the amount of Property within Hokuli'a that must be utilized for Agricultural Use, the Association

Board, by a majority vote, may increase the amount of Common Area, and the Association Easement used for Agricultural Use. Moreover, during the Class "B" Control Period Declarant shall cause Agricultural Products to be planted on each Lot prior to occupancy of any Dwelling on the Lot, as may be necessary or appropriate to satisfy the requirements of law and any applicable covenants, contracts or agreements.

**17.7 Agricultural Use Rules.**

The Association Board shall have the authority to adopt additional rules, restrictions, and regulations with regard to the Agricultural Use of the Property.

**17.8 Termination of Agricultural Use.**

In the event that Agricultural Use of the Property is no longer required through rezoning of the property, change in state or local law, decision of a governmental entity, or through any other cause, the Agricultural Use of the Property may be reduced or eliminated. In order to effectuate a reduction or elimination of the Agricultural Use of the Property, a vote of 66% of the Class "A" Members shall be required. In addition, Declarant must consent to any such reduction or elimination.

**17.9 Intended Changes in Land Use Designation.**

Declarant has applied to the Land Use Commission for the State of Hawaii (the "LUC") for a boundary adjustment to move portions of the real property described on Exhibits "A" and "B" from the Agricultural District into the Rural District. For that limited purpose, each Owner of a Lot hereby appoints Declarant as his/her true, lawful and irrevocable attorney-in-fact, coupled with an interest, with authority (but no obligation) to sign, execute, acknowledge, deliver, and record any and all instruments that Declarant deems necessary under the circumstances to apply for and seek approval of the intended change from the Agricultural District into the Rural District, and specifically to do the following:

- (a) To bring, file and pursue a petition before the LUC to amend the district land use classification for the Owner's Lot from the Agricultural District to the Rural District;
- (b) To appear for the Lot Owner in the district boundary amendment proceedings;
- (c) To testify for the Lot Owner for all material and relevant matters in connection with the petition; and
- (d) To sign, execute and process all papers and documents relative to the authorization given in this Section.

Declarant shall bear any and all costs and expenses, including all legal and consultation fees and costs, incurred in connection with the petition.

Each Lot Owner and Declarant agree to release, acquit and forever discharge each other from any and all claims, demands, losses, liabilities, damages, attorneys' fees, expenses, actions, or causes of action of any kind whatsoever, in any way a part of, connected with or arising out of

## **Addendum to the Hokuli'a Agriculture Plan**

**March 2008**

### **Introduction**

Hokuli'a is a planned agricultural community located west of and adjacent to the town of Kealahou, Kona on the slopes of Mauna Loa Mountain in North and South Kona on the Island of Hawaii. The property is located in the State Land Use Agricultural District and is zoned Agriculture by the County of Hawaii. A minimum of 20% of each lot will be designated for agricultural use. The climate and soils at Hokuli'a are suitable for growing most commercial orchard crops provided that they are irrigated

### **Crop Selection**

The crops selected for the agricultural development of the property are tropical and subtropical orchard crops that are grown successfully in the Kona District now in similar environmental conditions and presently have good markets and have future market growth potential. The selection includes citrus, coffee, mango, longan, and lychee. The trees will be purchased from nurseries that specialize in commercial Kona coffee seedlings and tropical fruit trees. In Kona the recommended coffee tree variety is *Coffea arabica* typically referred to as Guatemalan. A semi-dwarf selection of citrus species will be planted as the semi-dwarf citrus trees are vigorous and productive and their growth is limited to approximately 12 to 15 feet in height

### **Implementation**

The orchards will be cultivated using the most sustainable and environmentally protective methods available. However there are multiple variables that may affect implementation of the program over time. Some of these are:

- 1) Although the average annual rainfall is low for sustained crop growth and good production, there is an irrigation system that will provide water for the crops to supplement the rain.
- 2) The soils are rocky and do present a challenge to good crop growth. However, the soils will be prepared so that the rocks are fragmented and the root systems can expand properly.
- 3) To address erosion control and drainage requirements, native ground covers that are very low maintenance such as pohinahina will be used. The native ground covers were shown to grow very well in trial plantings on the property over the last two years.
- 4) Saline irrigation water can be an issue for plants if the total dissolved salts (tds) in the water are too high. The irrigation supervisor will monitor this process continually to regulate the tds. Periods of high intensity rainfall each year are necessary to reduce the salt accumulation around the tree's root zone.
- 5) To control insect and disease problems that occur, an integrated pest management (IPM) program will be designed to include a combination of biological controls, chemical controls, and field sanitation.

## **EXHIBIT B**

- 6) Ants have to be controlled for the first two to three years in coffee in order to control sooty mold. The Kona root knot nematode has been identified as a pest to coffee in some areas of Kona. The black twig borer insect and cercospora fungus are sometimes a problem for coffee trees. Feral pigs and rats can be an occasional problem and are detrimental in the orchard.
- 7) Citrus leaf miner, aphids, Chinese rose beetle, scale, ants, anthracnose, powdery mildew, weevils, fruit flies and white fly are pests that can attack fruit crops.
- 8) Production and the unit price paid for the harvest are the most sensitive elements of operating profit and/or losses projections. In addition, deviation in yield after the tenth year can be expected due to changes in climate and rainfall, and due to changes in market conditions. These variables are to the most extent out of the manager's and operator's control.

Given these factors a variety of crops and cultivation methodologies will be used to address these multiple variables.

### **Responsibilities**

1250 Oceanside Partners and Hokuli'a Community Association (the homeowners association) have the responsibility and obligation to implement the agriculture program at Hokulia.

The following are excerpts from the Covenants Conditions and Restrictions for Hokulia and while these are somewhat lengthy it is important to restate this for the record.

#### **"11.16 Association Easement.**

Declarant reserves for itself, so long as Declarant owns any property described in Exhibit "A" or "B" of the Declaration, and grants to the Association and its successors, assigns, and designees, the nonexclusive right and easement to the portion of each Lot that is designated as Association Easement for the purposes of installing, maintaining, and repairing utilities; widening roads; installing structures and Improvements; installing and maintaining landscaping; conducting Agricultural Uses; performing their duties and exercising the rights and privileges; and any other reasonable purpose as may be determined in the discretion of Declarant or the Association, as the case may be. Except for trees shown on the Lot Information Plan, no Improvement, structure, landscaping, plants, trees, or other vegetation that is installed or maintained in the Association Easement shall exceed the height of eight feet, provided that trees or other vegetation may exceed the height of eight feet if the Association determines that such trees or vegetation will not materially obstruct the view from the Lots.

### **Article XVII Agricultural Use**

#### **17.1 Acknowledgment of Agricultural Use.**

The Association shall have the authority to ensure that use of the Property, particularly the Lots, complies fully with the Agricultural Use requirements imposed by applicable land use regulations and zoning laws of the County and State of Hawaii, including Hawaii County Ordinances 96-7 and 96-8, SMA Permit No. 356, Hawaii Revised Statutes §§ 205-2(d)

and 205-4.5 and Chapter 25 of the Hawaii County Code. A collectivized approach to Agricultural Use, through the Association, is the most efficient and effective means of achieving such compliance; the Agricultural Use to be conducted by the Association pursuant to this 0 is intended to ensure full compliance with such laws. Portions of the Property are designated particularly for Agricultural Use. The portions of the Property utilized for Agricultural Use by the Association may include, but are not limited to, road rights-of-way and other Common Areas, Village Common Areas, and the Association Easement. Upon the written request of an Owner, the Association, in its discretion, may designate a portion of the Natural Area of such Owner's Lot for the Association's Agricultural Use. The Association shall conduct its Agricultural Use in a manner intended to provide economic benefit to the Owners. All Agricultural Use shall be conducted in a manner consistent with the Development Agreement, Ordinance, and Hawaii law. Agricultural Use by the Association shall be of perpetual duration except as otherwise provided in this Article including, but not limited to, reduction or elimination of Agricultural Use requirements as a result of a change of state land use designation from Agricultural District to Rural District as contemplated by Section 0 and subsequent action by Hawaii County to eliminate any County Agricultural Use requirements. Under no circumstances shall any Agricultural Use of the Property include the raising, breeding or keeping of llamas, horses, cattle, pigs, or any other livestock nor chickens, turkeys, or any other poultry. In addition to the provisions of the Declaration, the Association and each Owner must comply with all laws and regulations that are applicable to Agricultural Uses.

#### 17.2 Control of Agricultural Use.

It is Declarant's intention that the Association shall control, to the maximum extent possible, the Agricultural Use within the Property, provided that (i) an Owner may utilize the Natural Area or Potential Improvement Area of the Owner's Lot for Agricultural Use subject to reasonable regulation by the Association, including regulations concerning use of chemicals, noxious plants, or activities disruptive to other Owners; and (ii) an Owner may utilize portions of the Association Easement not then in use for any purpose by the Association for such Owner's Agricultural Use not inconsistent with the rights of the Association in the Association Easement upon the written consent of the Association, which consent will not be unreasonably withheld; and provided further that the foregoing does not authorize an Owner to construct any structures outside of the Building Envelope.

Each Owner shall reasonably assist and cooperate with the Association in conducting the required Agricultural Uses. Each Owner and the Association shall conduct all Agricultural Use in compliance with all applicable local, state, and federal laws and regulations. Each Owner hereby appoints the Association as his/her true, lawful and irrevocable attorney-in-fact, coupled with an interest, for the Association to:

(a) exercise, do, or perform any act, right, power, duty, or obligation whatsoever in connection with the carrying out or fulfilling the Agricultural Use of the Association Easement located within the Owner's Lot;

(b) sign, execute, acknowledge, deliver, and record any and all instruments that the Association deems necessary under the circumstances to carry out and conduct the Agricultural Use on the Property; and

(c) determine the amount and type of Agricultural Products that will be grown on the Property, except for the Agricultural Products to be grown by an Owner within the Natural Area or Potential Improvement Area of the Owner's Lot.

### 17.3 Management of Agricultural Use.

In carrying out its obligations to manage the Agricultural Use of the Property, the Association may:

(a) hire, supervise, and retain employees, agents, and experts and purchase or lease all necessary equipment and supplies to conduct some or all of the Agricultural Use on the Property;

(b) employ a Person to act as a manager to manage and operate some or all of the Agricultural Use conducted on the Property. The Association Board shall supervise such Person directly; or

(c) grant licenses to local farmers, or other Persons, to carry on some or all of the Agricultural Use conducted on the Property. The Association shall have the sole discretion to determine the fee for any such license as well as the duration and scope of such license; however, a license for a term exceeding 10 years shall require the approval of a majority of the Owners.

The Association shall have the authority to enter into all agreements necessary to carry out its powers under this Section. Nothing contained in this Section shall be deemed to limit an Owner's right to conduct Agricultural Uses, as elsewhere provided in the Declaration, within the Natural Area or Potential Improvement Area of the Owner's Lot, directly or through third parties, as set forth in paragraphs (a), (b) and (c).

### 17.4 Right of Access.

The Association, its agents, affiliates, employees, assigns, contractors, licensees, and lessees shall have a right and nonexclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to and from the entrance to the Property, to and from any portion of the Property designated for Agricultural Use, and further, over those portions of the Property (including Common Areas, Village Common Areas and Lots) reasonably necessary to the operation of the Agricultural Use of the Property. The Association, its employees, agents, and managers, as well as any Person granted a license pursuant to this Article shall not enter the Building Envelope, or any Improvements thereon, without the Lot Owner's permission, unless otherwise provided by the Declaration. No Owner may interfere or otherwise obstruct the access to, or use of, the property designated for Agricultural Use. No Owner may cut, remove, damage, or destroy any Agricultural Product cultivated by the Association on any portion of the Property including such Owner's Lot.

### 17.5 Distribution of Income from Agricultural Uses.

The Association, as agent for the Owners, shall collect all income generated from the Agricultural Use of the Property including, but not limited to, license fees and sale of

Agricultural Products, except such income as generated by an Owner by his/her Agricultural Use of the Natural Area or Potential Improvement Area of the Owner's Lot, which income shall be the sole property of such Owner. The income so produced to the Association shall, to the extent not needed by the Association for conducting Agricultural Use, be distributed to the Owners.

**17.6 Declarant's Right to Designate Agricultural Use.**

To the fullest extent permitted by the Development Agreement, the SMA Permit, Ordinance, and Hawaii law, Declarant, during the Class "B" Control Period, may unilaterally assign portions of the Property for Agricultural Use. To the fullest extent permitted by the Development Agreement, the SMA Permit, Ordinance, and Hawaii law, Declarant, during the Class "B" Control Period, may designate what Agricultural Uses may be conducted on the Property. In the event that any local, state, or federal law or regulation requires an increase in the amount of Property within Hokuli'a that must be utilized for Agricultural Use, the Association Board, by a majority vote, may increase the amount of Common Area, and the Association Easement used for Agricultural Use. Moreover, during the Class "B" Control Period Declarant shall cause Agricultural Products to be planted on each Lot prior to occupancy of any Dwelling on the Lot, as may be necessary or appropriate to satisfy the requirements of law and any applicable covenants, contracts or agreements.

**17.7 Agricultural Use Rules.**

The Association Board shall have the authority to adopt additional rules, restrictions, and regulations with regard to the Agricultural Use of the Property.

**17.8 Termination of Agricultural Use.**

In the event that Agricultural Use of the Property is no longer required through rezoning of the property, change in state or local law, decision of a governmental entity, or through any other cause, the Agricultural Use of the Property may be reduced or eliminated. In order to effectuate a reduction or elimination of the Agricultural Use of the Property, a vote of 66% of the Class "A" Members shall be required. In addition, Declarant must consent to any such reduction or elimination.

**17.9 Intended Changes in Land Use Designation.**

Declarant has applied to the Land Use Commission for the State of Hawaii (the "LUC") for a boundary adjustment to move portions of the real property described on Exhibits "A" and "B" from the Agricultural District into the Rural District. For that limited purpose, each Owner of a Lot hereby appoints Declarant as his/her true, lawful and irrevocable attorney-in-fact, coupled with an interest, with authority (but no obligation) to sign, execute, acknowledge, deliver, and record any and all instruments that Declarant deems necessary under the circumstances to apply for and seek approval of the intended change from the Agricultural District into the Rural District, and specifically to do the following:

- (a) To bring, file and pursue a petition before the LUC to amend the district land use classification for the Owner's Lot from the Agricultural District to the Rural District;



- (b) To appear for the Lot Owner in the district boundary amendment proceedings;
- (c) To testify for the Lot Owner for all material and relevant matters in connection with the petition; and
- (d) To sign, execute and process all papers and documents relative to the authorization given in this Section.

Declarant shall bear any and all costs and expenses, including all legal and consultation fees and costs, incurred in connection with the petition.

Each Lot Owner and Declarant agree to release, acquit and forever discharge each other from any and all claims, demands, losses, liabilities, damages, attorneys' fees, expenses, actions, or causes of action of any kind whatsoever, in any way a part of, connected with or arising out of the petition at any time, whether known or unknown, from the beginning of time until the present, and arising out of any and all matters, direct or indirect, alleged or that could have been alleged with respect to the petition.

Declarant shall indemnify and hold harmless and provide a legal defense of each such Lot Owner from any and all actions filed by third parties and entities that arise from the filing of the petition.

Declarant shall have the right to withdraw the petition and terminate any action associated with the filing of the petition in its sole discretion and may exercise such right at any time."

### **Maps and Charts**

Attached are maps of Phase 3 North and South that outline the location of the area on each lot that will be available for agricultural activity as well as the common areas available for agricultural use. In general the areas available on each lot represent the lot setbacks and what is identified in the CCRs as the Association Easement. In addition, tables are attached that indicate the gross area, association easement area and the size of agricultural area for each lot in the proposed subdivision, and these indicate the area of the association easement on each lot exceeds the 20% requirement. While area required under the ordinances and the settlement will be met and the while the area will be constant, the location may change from time to time to accommodate natural resource, crop, and/or topographic considerations.

1250 Oceanside Partners and the Hokulia Community Association will address the special and changing circumstances of the agriculture program over time with the appropriate management and operational tools to ensure the viability of the program as well as compliance with applicable agricultural requirements.

# HOKULI'A

## PHASE 3 NORTH AGRICULTURAL PLANTING AREA DATA

<b>LOT #</b>	<b>Gross Lot Area (Acre)</b>	<b>Ag. Area as 20% of Lot Area (Acre)</b>	<b>Association Easement Area (Acre)</b>
LOT 1	2.35	0.47	0.89
LOT 2	1.69	0.34	0.56
LOT 3	1.60	0.32	0.57
LOT 4	1.45	0.29	0.54
LOT 5	1.75	0.35	0.60
LOT 6	3.82	0.76	1.13
LOT 7	2.94	0.59	1.17
LOT 8	2.82	0.56	0.78
LOT 9	2.04	0.41	0.74
LOT 10	3.25	0.65	0.83
LOT 11	2.60	0.52	0.88
LOT 12	4.07	0.81	1.12
LOT 13	3.86	0.77	1.05
LOT 14	2.50	0.50	0.76
LOT 15	2.38	0.48	0.79
LOT 16	2.20	0.44	0.69
LOT 17	1.85	0.37	0.65
LOT 18	1.90	0.38	0.68
LOT 19	3.05	0.61	0.83
LOT 20	1.95	0.39	0.59
LOT 21	2.28	0.46	0.65
LOT 22	2.21	0.44	0.62
LOT 23	2.78	0.56	0.77
LOT 24	1.77	0.35	0.57
LOT 25	2.43	0.49	0.72
LOT 26	4.59	0.92	1.21
LOT 27	2.46	0.49	0.70
LOT 28	1.83	0.37	0.57
LOT 29	1.61	0.32	0.54
LOT 30	2.60	0.52	0.71
LOT 32	3.75	0.75	1.18
LOT 33	1.91	0.38	0.75
LOT 34	2.35	0.47	0.69
LOT 37	2.02	0.40	0.66
LOT 38	2.37	0.47	0.69
LOT 39	2.21	0.44	0.75
LOT 40	2.59	0.52	0.83
LOT 41	1.76	0.35	0.70
LOT 42	2.84	0.57	0.71
LOT 43	2.70	0.54	0.68
LOT 44	2.76	0.55	0.72
LOT 45	2.20	0.44	0.76
LOT 46	1.62	0.32	0.54
LOT 47	3.59	0.72	0.81

LOT #	Gross Lot Area (Acre)	Ag. Area as 20% of Lot Area (Acre)	Association Easement Area (Acre)
LOT 48	2.18	0.44	0.71
LOT 49	2.19	0.44	0.61
LOT 50	2.77	0.55	0.86
LOT 51	2.33	0.47	0.66
LOT 52	3.24	0.65	0.76
LOT 53	4.85	0.97	1.28
LOT 54	2.94	0.59	0.91
LOT 55	2.15	0.43	0.73
LOT 56	2.24	0.45	0.67
LOT 57	2.06	0.41	0.68
LOT 58	2.42	0.48	0.74
LOT 59	2.12	0.42	1.03
LOT 60	2.31	0.46	0.64
LOT 61	2.30	0.46	0.97
LOT 62	2.69	0.54	0.89
LOT 63	3.85	0.77	1.64
LOT 64	3.24	0.65	0.85
LOT 65	3.92	0.78	1.01
LOT 66	3.37	0.67	0.82
LOT 67	2.62	0.52	0.71
LOT 68	2.34	0.47	0.81
LOT 69	2.30	0.46	0.78
LOT 70	1.92	0.38	0.62
LOT 71	3.40	0.68	0.97
LOT 72	2.19	0.44	0.78
LOT 73	1.60	0.32	0.65
LOT 74	1.40	0.28	0.49
LOT 75	1.27	0.25	0.48
LOT 76	1.57	0.31	0.59
LOT 77	2.75	0.55	0.78
LOT 78	1.82	0.36	0.57
LOT 79	1.38	0.28	0.51
LOT 80	1.13	0.23	0.53
LOT 81	1.45	0.29	0.61
LOT 82	1.92	0.38	0.69
LOT 83	1.87	0.37	0.74
LOT 84	1.69	0.34	0.71
LOT 85	1.56	0.31	0.67
LOT 86	2.31	0.46	0.68
LOT 87	1.73	0.35	0.58
LOT 88	1.57	0.31	0.58
LOT 89	1.72	0.34	0.59
LOT 90	2.41	0.48	0.99
LOT 91	1.85	0.37	0.74
LOT 92	1.74	0.35	0.65
LOT 93	2.36	0.47	0.72
LOT 94	2.59	0.52	0.69
LOT 95	2.38	0.48	0.68

<b>LOT #</b>	<b>Gross Lot Area (Acre)</b>	<b>Ag. Area as 20% of Lot Area (Acre)</b>	<b>Association Easement Area (Acre)</b>
LOT 96	2.28	0.46	0.67
LOT 97	1.98	0.40	0.80
LOT 98	3.71	0.74	1.15
LOT 99	1.25	0.25	0.51
LOT 100	1.29	0.26	0.49
LOT 101	2.68	0.54	0.82
LOT 102	1.01	0.20	0.47
LOT 103	1.02	0.20	0.50
LOT 104	1.19	0.24	0.59
LOT 105	2.44	0.49	0.95
LOT 107	2.13	0.43	1.02
LOT 108	3.34	0.67	1.30
LOT 109	1.27	0.25	0.62
LOT 110	1.10	0.22	0.52
LOT 111	1.21	0.24	0.54
LOT 112	1.41	0.28	0.54
LOT 113	1.03	0.21	0.50
LOT 114	1.38	0.28	0.50
LOT 115	1.00	0.20	0.44
LOT 116	1.01	0.20	0.44
LOT 117	1.30	0.26	0.54
LOT 118	1.11	0.22	0.45
LOT 119	1.07	0.21	0.51
LOT 120	1.05	0.21	0.43
LOT 121	1.46	0.29	0.53
LOT 122	1.28	0.26	0.51
LOT 123	1.17	0.23	0.52
LOT 124	1.30	0.26	0.51
LOT 125	1.54	0.31	0.64
LOT 126	1.59	0.32	0.58
LOT 127	1.25	0.25	0.48
LOT 128	2.49	0.50	0.88
<b>Totals</b>	<b>270</b>	<b>54</b>	<b>89</b>

# HOKULI'A

## PHASE 3 SOUTH AGRICULTURAL PLANTING AREA DATA

<b>LOT #</b>	<b>Gross Lot Area (Acre)</b>	<b>Ag. Area as 20% of Lot Area (Acre)</b>	<b>Association Easement Area (Acre)</b>
LOT 1	2.319	0.46	0.85
LOT 2	1.683	0.34	0.75
LOT 3	1.236	0.25	0.55
LOT 4	2.428	0.49	1.10
LOT 5	2.053	0.41	0.78
LOT 6	1.48	0.30	0.62
LOT 7	1.801	0.36	0.70
LOT 8	1.48	0.30	0.63
LOT 9	1.558	0.31	0.56
LOT 10	1.145	0.23	0.51
LOT 11	1.157	0.23	0.45
LOT 12	1.562	0.31	0.56
LOT 13	1.243	0.25	0.49
LOT 14	3.527	0.71	1.06
LOT 15	1.489	0.30	0.63
LOT 16	1.033	0.21	0.46
LOT 17	1.001	0.20	0.53
LOT 18	1.235	0.25	0.54
LOT 19	1.041	0.21	0.43
LOT 20	1.243	0.25	0.54
LOT 21	5.087	1.02	1.27
LOT 22	1.664	0.33	0.67
LOT 23	1.301	0.26	0.59
LOT 24	1.504	0.30	0.64
LOT 25	1.311	0.26	0.47
LOT 26	1.068	0.21	0.45
LOT 27	1.594	0.32	0.69
LOT 28	3.064	0.61	1.12
LOT 29	1.177	0.24	0.43
LOT 30	1.017	0.20	0.48
LOT 31	1.237	0.25	0.57
LOT 32	1.57	0.31	0.70
LOT 33	1.483	0.30	0.74
LOT 34	1.629	0.33	0.76
LOT 35	1.486	0.30	0.74
LOT 36	1.124	0.22	0.44
LOT 37	1.001	0.20	0.46
LOT 38	1.533	0.31	0.50
LOT 39	2.487	0.50	1.05
LOT 40	0.914	0.18	0.64
LOT 41	2.658	0.53	1.01
LOT 42	1.417	0.28	0.51
LOT 43	1.501	0.30	0.55

<b>LOT #</b>	<b>Gross Lot Area (Acre)</b>	<b>Ag. Area as 20% of Lot Area (Acre)</b>	<b>Association Easement Area (Acre)</b>
LOT 44	1.199	0.24	0.44
LOT 45	1.535	0.31	0.60
LOT 46	1.519	0.30	0.55
LOT 47	2.139	0.43	0.79
LOT 48	1.532	0.31	0.84
LOT 49	1.633	0.33	0.68
LOT 50	1.494	0.30	0.57
LOT 51	1.449	0.29	0.79
LOT 52	1.128	0.23	0.56
LOT 53	1.1	0.22	0.41
LOT 54	1.002	0.20	0.42
LOT 55	1.018	0.20	0.46
LOT 56	1.221	0.24	0.52
LOT 57	1.655	0.33	0.69
LOT 58	1.503	0.30	0.66
LOT 59	1.404	0.28	0.60
LOT 60	1.73	0.35	0.54
LOT 61	1.565	0.31	0.65
LOT 62	1.558	0.31	0.64
LOT 63	1.624	0.32	0.58
LOT 64	1.317	0.26	0.51
LOT 65	1.303	0.28	0.62
LOT 66	1.465	0.29	0.65
LOT 67	1.188	0.24	0.46
LOT 68	1.169	0.23	0.46
LOT 69	1.012	0.20	0.42
LOT 70	1.001	0.20	0.47
LOT 71	1.015	0.20	0.44
LOT 72	1	0.20	0.47
LOT 73	1.046	0.21	0.46
LOT 74	1.06	0.21	0.48
LOT 75	2.358	0.47	0.87
LOT 76	1.191	0.24	0.50
LOT 77	1.352	0.27	0.53
LOT 78	1.52	0.30	0.63
LOT 79	1.152	0.23	0.47
LOT 80	1.387	0.28	0.54
LOT 81	1.512	0.30	0.58
LOT 82	1.171	0.23	0.55
LOT 83	1.65	0.33	0.88
<b>Totals</b>	<b>125</b>	<b>25</b>	<b>51</b>

30T



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

April 9, 2012 8:01 AM

Doc No(s) A-44820604



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W/ NICKI ANN THOMPSON  
REGISTRAR

LAND COURT

REGULAR SYSTEM

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KEALAKEKUA, HI 96750

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TGES T2-101-0854  
BARBARA PAULO

RS

TITLE OF DOCUMENT:

**TERMINATION OF CLASS "B" MEMBERSHIP  
AND CLASS "B" CONTROL PERIOD IN  
HOKULI'A COMMUNITY ASSOCIATION, INC.**

PARTIES TO DOCUMENT:

GRANTOR: 1250 OCEANSIDE PARTNERS, a Hawaii limited partnership  
GRANTEE: HOKULI'A COMMUNITY ASSOCIATION, INC., a Hawaii nonprofit  
corporation

TAX MAP KEY(S) See schedule 1 attached hereto

This document consists of 6 pages

**EXHIBIT C**

HOKULGA TMK INDEX

TMK		TMK		TMK		TMK					
7 9	012	004	8 1	026	038	8 1	027	026	8 1	028	028
7 9	012	006	8 1	026	039	8 1	027	027	8 1	028	029
7 9	012	011	8 1	026	040	8 1	027	028	8 1	028	030
7 9	012	029	8 1	026	041	8 1	027	029	8 1	028	031
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8 1	004	065	8 1	026	044	8 1	027	032	8 1	028	034
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8 1	004	070	8 1	026	046	8 1	027	034	8 1	028	036
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8 1	026	037	8 1	027	025	8 1	028	027	8 1	029	025



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8 1 030	009	8 1 030	053	8 1 032	049	8 1 034	019

**TMK**

8	1	034	020
8	1	034	021
8	1	034	022
8	1	034	023
8	1	034	024
8	1	035	001
8	1	036	001

**TERMINATION OF CLASS "B" MEMBERSHIP  
AND CLASS "B" CONTROL PERIOD IN  
HOKULI'A COMMUNITY ASSOCIATION, INC.**

THIS TERMINATION OF CLASS "B" MEMBERSHIP AND CLASS "B" CONTROL PERIOD is made effective as of March 30, 2012, by 1250 Oceanside Partners, a Hawaii limited partnership ("Declarant").

WHEREAS, Declarant is the sole "Class 'B' Member" in the Hokuli'a Community Association, Inc. ("HCA") in accordance with Section 6.3(b) of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hokuli'a recorded on December 5, 2006 in the State of Hawaii Bureau of Conveyances as Document No. 2006-222401 (as amended, the "Declaration"); and

WHEREAS, Declarant also holds certain rights with respect to the HCA during the "Class 'B' Control Period" as provided in the Declaration; and

WHEREAS, Section 6.3(b) of the Declaration provides that the Class "B" Membership may be terminated prior to the time stated in the Declaration for automatic termination when, in its discretion, Declarant so determines and declares in a recorded instrument; and

WHEREAS, Article II of the Declaration provides that the Class "B" Control Period shall may be terminated prior to the time stated in the Declaration for automatic termination when, in its discretion, the Class "B" Member so determines; and

WHEREAS, Declarant desires to terminate the Class "B" Control Period and terminate its Class "B" Membership;

NOW, THEREFORE, Declarant hereby terminates the Class "B" Control Period and terminates its Class "B" Membership in the HCA and effective March 30, 2012. In accordance with Section 6.3(b) of the Declaration, Declarant shall hereafter hold a Class "A"

Membership in the HCA and shall be entitled to Class "A" votes for each Lot it owns in Hokulua (as such capitalized terms are defined in the Declaration). The termination of such Class "B" Membership and Class "B" Control Period shall not, however, terminate other rights of Declarant under the Declaration or other Governing Documents (as defined in the Declaration) which do not depend upon the Class "B" Control Period or Class "B" Membership.

IN WITNESS WHEREOF, the Class "B" Member hereby executes this Termination of Class "B" Membership this 30<sup>th</sup> day of MARCH, 2012.

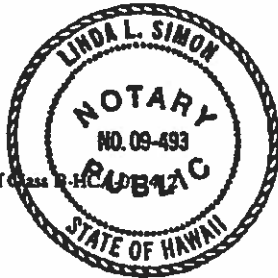
1250 OCEANSIDE PARTNERS, a Hawaii limited partnership

By: Red Hill 1250, Inc., its General Partner

By: [Signature]  
 Name: Byron Moku  
 Its: Secretary

HAWAII  
 STATE OF NEW YORK )  
 )  
 COUNTY OF HAWAII )

On this 29<sup>th</sup> day of MARCH, 2012, before me appeared BYRON MOKU, to me personally known/proved to me on the basis of satisfactory evidence, who, being, by me duly sworn of affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



[Signature]  
 Name LINDA L. SIMON  
 Notary Public, STATE OF NEW YORK  
 My commission expires: 11/29/2013

4909/Turnover/Termination of Class B-H

Doc. Date: UPDATED # Pages: 6  
 Linda L. Simon - Third Circuit  
 Doc. Description: TERMINATION OF CLASS B MEMBERSHIP AND CLASS B CONTROL PERIOD IN HOKULUA COMMUNITY ASSOCIATION, I.P.C.  
 Notary Signature Linda L. Simon Date 3/29/2012  
 NOTARY CERTIFICATION

