



R-872 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
OCT 16, 2003 08:02 AM
Doc No(s) 2003-226927



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 1/1 23

LAND COURT

REGULAR SYSTEM

Return By Mail Pick-Up To:

CARLSMITH BALL LLP
121 Waiuanue Avenue
P.O. Box 686
Hilo, Hawaii 96721-0686

Attention: Steven S.C. Lim
Telephone: (808) 935-6644

TAX MAP KEY(S): (3) 8-7-011:001

(This document consists of 4 pages.)

NOTICE OF GRANT OF VARIANCE

Subdivision Variance (Application 1097) by the PLANNING DEPARTMENT of the COUNTY OF HAWAII, to permit Applicant **SUNSTONE REALTY PARTNERS V, LLC, a Hawaii limited liability company**, whose mailing address is 1001 Bishop Street, Suite 1250, Honolulu, Hawaii 96813, as holder of that certain property described in Tax Map Key No. (3) 8-7-011:001 is granted subject to the following requirements:

1. That the owner agrees and accepts the fact that a County dedicated public water system is not now or in the foreseeable future able to service the subdivision.
2. That the owner agrees and accepts the fact that a County dedicated public water system shall not at any time bear the responsibility of supplying public water to the subdivision.

3. That no farm dwelling or any other structure designed for human habitation shall be constructed below the vegetation line on Lots 16, 17 or 19 as indicated on the proposed subdivision map dated September 20, 1999 which depicts the 520 foot elevation line.

4. That any existing and/or future dwellings not serviced by County water system constructed on the property shall be provided with and maintain a private rain water catchment system with a minimum 6,000 gallon water storage facility for domestic consumption. This catchment system shall adhere to the Department of Public Works, Building Division's "Guidelines for owners of Rain Catchment Water Systems" as well as the State Department of Health requirements related to water testing and water purifying devices.

5. That any existing and/or future dwellings shall be provided with and maintain a private water supply system which includes an additional water storage capacity at a minimum of 3,000 gallons of water for fire fighting and emergency purposes. The design, including appropriate connector system, and location of the additional water storage capacity shall meet with the approval of the Hawaii County Fire Department.

6. That in the event that there are any amendments or changes to the subdivision after the agreement is signed, the owner shall be responsible for informing the department of the amendments or changes so that the agreement can reflect the amendments or changes. Further, the written agreement shall be considered as a condition and covenant running with the land and shall be binding upon the applicant/subdivider or owner, his successors and assigns, and shall be incorporated as an exhibit and made part of each agreement of sale, deed, lease or other similar documents affecting the title or ownership of each subdivider lot.

7. That in the event that any of the lots are provided with a water service (individual meter) from the Department of Water Supply or an approved private water system, the above covenants for the specific property will no longer be in effect.

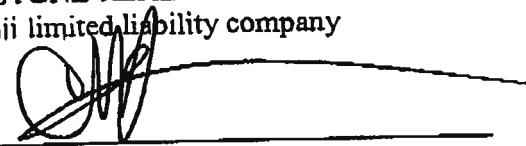
8. That no variance from the minimum water requirements for the proposed lots shall be applied for in the future.

9. That the owner, assigns or successors shall comply with all other applicable State and County rules and regulations pertaining to subdivisions and land use.

The undersigned hereby acknowledge that they have received Notice of the Grant of Variance and that they agree to abide by the requirements of said variance.

SUNSTONE REALTY PARTNERS V, LLC, a
Hawaii limited liability company

By



CURTIS D. DEWEESE
Its Authorized Member

Declarant/Subdivider

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

On this 10th day of OCTOBER, 2003, before me personally appeared **CURTIS D. DEWEESE**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Marguerite A. Mayfield
Name: _____

Notary Public, State of Hawaii

Marguerite A. Mayfield
November 29, 2005

My commission expires: _____

