

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

BUREAU OF CONVEYANCES
APR 04 2001 930
DATE: _____ TIME: _____
DOCUMENT NO. 2001-648363

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup (X) To:
Kunia Residential Partners
c/o CASTLE & COOKE LAND COMPANY
P.O. Box 898900
Mililani, HI 96789-8900

Total Pages: 19

C. Kurasaki 5482909

Tax Map Key No.: 9-4-02-60 por.

DECLARATION OF RESTRICTIVE COVENANTS

(Zero Lot Line)

(Site 5)

This Declaration of Restrictive Covenants ("Declaration") is made this 3rd day of April, 2001, by KUNIA RESIDENTIAL PARTNERS, a Hawaii limited partnership, hereinafter referred to as "Declarant."

Recitals:

(a) Declarant is the owner of those certain parcels of land situated in Hoaeae, District of Ewa, City and County of Honolulu, State of Hawaii and more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Lots").

(b) Declarant desires to develop Zero Lot Line ("ZLL") residential dwellings on those Lots described in Exhibit "B" attached hereto and incorporated by reference herein ("ZLL Lots").

(c) Section 21-8.40 of the Land Use Ordinance ("LUO") of the City and County of Honolulu, a municipal corporation of the State of Hawaii ("City and County") establishes the requirements and standards for a ZLL development and subdivision, and further requires that restrictive covenants be recorded.

(d) Declarant, as said owner, desires to establish restrictive covenants relating to the use of the Lots and the ZLL Lots.

(e) The Lots are subject to the Amended and Restated Declaration of Protective Covenants for Royal Kunia Community recorded as Document No. 94-049225 in the Bureau of Conveyances, as amended ("Master Declaration"). Section 2.03 of the Master Declaration provides that any provision of Articles III and IV the Master Declaration may be amended, repealed, added to or limited with respect to any real property in Royal Kunia owned by Declarant.

Declaration:

NOW THEREFORE, Declarant hereby declares and agrees on behalf of itself and all subsequent owners, lessees or occupants of the Lots and their respective heirs, personal representatives, administrators, successors, and assigns, that the Lots shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following declarations:

1. Residential Purposes. The ZLL Lots and every portion thereof, shall be used for only residential purposes, and dwellings or other improvements constructed on the ZLL Lots shall conform to the requirements and standards set forth in Section 21-8.40 of the LUO ("ZLL Housing"), including the following restrictions:

(a) No building on a ZLL Lot shall be erected, altered, placed or permitted to remain other than ZLL Housing, with a minimum yard and building setback as shown on the plans filed in connection with the City and County of Honolulu Department of Planning and Permitting File No. 1999/SUB-250.

(b) No less than fifteen (15) feet, or fifty percent (50%) of the total length of the dwelling unit constructed along the ZLL Lot property line (excluding carports and garages), whichever is the greater length, shall be sited contiguous to the ZLL property line.

(c) The maintenance easement abutting the ZLL Lot line and hereinafter more particularly defined ("Maintenance Easement"), shall be for the purpose of construction, maintenance and repair of the structure located on the ZLL Lot and shall be kept in open space.

(d) Applications for building permits for fences, walls or other structures to be located within the Maintenance Easement shall be signed by both the owner of the Lot on which the Maintenance Easement is located and by the owner of the abutting ZLL Lot in whose favor the rights associated with the Maintenance Easement run. In addition, landscaping and any other work within the Maintenance Easement shall be agreed to in advance by both the property owner and the owner of the abutting ZLL Lot in whose favor the rights of the Maintenance Easement run so that such landscaping and any other work does not interfere with construction, maintenance and repair of the structure located on the ZLL Lot. The owner of the abutting ZLL Lot will not unreasonably withhold his consent or agreement to any such request by the owner of the Lot across which the Maintenance Easement runs, and will cooperate in signing appropriate applications.

(e) Notwithstanding the provisions of subparagraph 1(d) above the Declarant may file applications for and construct fences, walls and other structures and do landscaping and other work in the Maintenance Easement without obtaining the approval or signature of the owner of the abutting ZLL Lot.

(f) No dwelling unit shall be permitted within ten (10) feet of any other dwelling unit.

(g) The roof eaves of dwellings constructed along the ZLL property line shall not be allowed to extend more than 30 inches into the Maintenance Easement, except for gutters which may extend beyond the 30 inch limit.

2. Establishment of Maintenance Easements. As identified in Exhibit "C" attached hereto and incorporated herein by reference, the owner of every ZLL Lot specified in column (a) shall have a Maintenance Easement over, upon and across the easement specified on the same line of column (b) affecting the Lot specified on the same line of column (c). With respect to each Maintenance Easement, the owner of the ZLL Lot specified in column (a) has the benefit of the Maintenance Easement and is hereinafter called the "Benefited Owner," and the owner of the abutting Lot specified in column (c) has the burden of the Maintenance Easement and is hereinafter called the "Burdened Owner."

3. Use of Maintenance Easement by Burdened Owner. In connection with each Maintenance Easement, the Burdened Owner shall:

(a) Not place any landscaping other than gravel or gravel-sized rocks in an area in the Maintenance Easement which is within two (2) feet of any portion of the dwelling structure on the Benefited Owner's ZLL Lot which abuts the Maintenance Easement (the "no planting zone");

(b) Maintain the landscaping and grading of the Maintenance Easement so as to prevent soil erosion and so as to facilitate drainage of water away from, and preserve support for the foundation of, any structure abutting upon or adjacent to the Maintenance Easement;

(c) Prevent any trees, shrubbery, or other vegetation growing on the Maintenance Easement from damaging or interfering with the use or maintenance of any structure, wall or fence abutting upon or adjacent to the Maintenance Easement;

(d) Not cause or permit any fire, whether or not contained in a fire place, fire pit, or barbecue apparatus, to exist on any portion of the Maintenance Easement;

(e) Not attach or affix any object to any fence, wall or structure abutting upon or adjacent to the Maintenance Easement;

(f) Not cause or permit any offensive contact (including, without limitation thereto, any pounding or bouncing of objects) with any fence, wall or structure abutting upon or adjacent to the Maintenance Easement;

(g) Not build, construct or place any fence, wall, structure or any other improvement (other than planting outside of the no planting zone) on any portion of the Maintenance Easement except in compliance with the terms of this Declaration, the LUO, and the requirements of the Design Committee established pursuant to the Master Declaration;

(h) Not deposit or keep trash or trash containers or receptacles on any portion of the Maintenance Easement;

(i) Not damage any sewer cleanout or utility lines originally installed by Declarant;

(j) Not damage any termite control system serving the Benefited Owner installed by Declarant or Benefited Owner or either's contractor; and

(k) Subject to the foregoing and other provisions of this Declaration, have the right to install a termite control system serving the Burdened Owner's improvements.

4. Use of Maintenance Easement by Benefited Owner. In connection with each Maintenance Easement, the Benefited Owner shall have the following rights and obligations:

(a) The right, at reasonable times and under reasonable circumstances, to enter upon the Maintenance Easement, including the right to cross over the Lot of the Burdened Owner, in order to perform work related to the maintenance, repair and alteration of the Benefited Owner's ZLL Lot and structures thereon which do not unreasonably interfere with the Burdened Owner's use of the Maintenance Easement, and further including the right, at the Benefited Owner's expense, to maintain, repair and update any sewer clean-out and utility lines installed in the Maintenance Easement by Declarant. Without limiting the generality of the foregoing, it shall not be considered unreasonable for the Benefited Owner to retain a licensed (to the extent such licenses are applicable) and insured termite treatment company that will enter the Burdened Owner's Lot to (a) install and/or periodically maintain a tamper resistant termite control system such as that offered by Sentricon in the Maintenance Easement, (b) tent the structures on the ZLL Lot, or (c) treat the soil under the structures on the ZLL Lot. In any such case, the Benefited Owner shall provide to the Burdened Owner at least 72 hours prior advance notice except for emergencies, and in the event of scheduled maintenance requiring multiple entries, shall provide as much advance notice as reasonably possible under the circumstances. Except for emergencies, such entries shall be during daylight hours and shall be scheduled to the extent feasible for the mutual convenience of both affected owners;

(b) The obligation, at the Benefited Owner's expense, to repair and maintain all existing gutters, (and to install, repair and maintain any new gutters or other appropriate devices as necessary) on any structures abutting upon the Maintenance Easement, including any roofs that extend into the Maintenance Easement, in order to prevent the flow of water from such structures into or over the Maintenance Easement;

(c) The right to cause or permit the foundations of buildings constructed on the Benefited Owner's ZLL Lot to extend under the Maintenance Easement, the buildings on the Benefited Owner's ZLL lot to extend on and over the Maintenance Easement not more than twelve (12) inches, and the eaves and guttering of buildings constructed on the Benefited Owner's ZLL Lot to extend over the Maintenance Easement at heights not less than seven (7) feet above the surface of the Maintenance Easement, except as originally built at a lower level by or for the Declarant. The eaves of any building constructed on the Benefited Owner's ZLL Lot may not be altered to extend further over the Maintenance Easement than as originally constructed by the Declarant.

In exercising the right of entry upon the Maintenance Easement as provided above, the Benefited Owner shall (1) diligently and promptly complete any maintenance work once commenced, (2) exercise reasonable care to avoid damaging any landscaping or other

items existing in the Maintenance Easement, (3) diligently and promptly restore any damaged landscaping and other items existing in the Maintenance Easement to a condition reasonably similar to the condition before such damage. Failure of the Benefited Owner to comply with these three (3) conditions of entry shall subject him to liability to the Burdened Owner for all actual damages suffered, plus all reasonable attorney's fees incurred by the Burdened Owner in collecting these actual damages.

5. Maintenance of Structures along Maintenance Easement; Location of other Structures and Equipment.

(a) The Benefited Owner shall maintain in good repair the eaves and guttering located on structural walls abutting upon the Maintenance Easement. If the Benefited Owner fails to do so, the Burdened Owner may, but shall not be obligated to, perform such maintenance. The Burdened Owner with the approval of the Benefited Owner as to type and quality of materials and workmanship (which approval shall not be unreasonably withheld), may install guttering on otherwise unguttered structural walls abutting upon the Maintenance Easement.

(b) All maintenance, repair or guttering work performed by the Burdened Owner under this paragraph 5 shall be at the Benefited Owner's expense unless otherwise agreed upon or unless such work is necessitated due to damage caused by the Burdened Owner or its invitees.

(c) The Benefited Owner shall not install any windows, vents or gates, or create any other opening in any fence or wall, including structural walls, abutting upon the Maintenance Easement without first receiving the written consent of the Burdened Owner. The Burdened Owner may grant or withhold such consent in his/her sole discretion, provided, that no such consent shall be required for the installation or replacement of a clothes dryer vent installed at the time of original construction by the Declarant.

(d) The Benefited Owner shall not install any air conditioning unit, compressor, or similar machinery on the side of the ZLL Lot which abuts the Maintenance Easement.

(e) Any alteration, expansion or extension of the dwelling unit constructed by Declarant on the ZLL Lot (or any replacement structure except for one that conforms to the original plans of the structure constructed by Declarant) must have the prior approval of the Design Committee in accordance with the requirements of the Master Declaration. Subject to Design Committee approval and applicable State and City and County regulations (including minimum yard and building setback requirements of the LUO), the Benefited Owner may expand or extend the dwelling structure, and construct other structures (e.g., an open or enclosed lanai)

along the ZLL Lot line abutting the Maintenance Easement. However, no portion of any such structure (e.g., an enclosed lanai or a first or second story extension) shall exceed the height of or intrude into the Maintenance Easement Setback as shown on Exhibit "D" attached hereto, except for the roof eave of a dwelling which may extend not more than 30 inches into the Maintenance Easement Setback, and gutters which may extend beyond said 30 inches, provided, however, that the downspouts for such gutters do not extend into the Maintenance Easement. The preceding sentence and Exhibit "D" shall not apply to the original structure built by Declarant or its designee, nor to the repair or replacement of such structure in accordance with the original plans.

(f) If the Benefited Owner constructs an enclosed structure along the ZLL Lot line abutting the Maintenance Easement (e.g., an extension to the dwelling structure), the wall of the enclosed structure abutting the Maintenance Easement shall replace any wall or fence in and along the Maintenance Easement abutting the lot line of the Benefited Owner's Lot ("ME Fence"). The Benefited Owner shall repair or replace any remaining ME Fence which is damaged by the Benefited Owner's construction.

(g) All references in this Declaration to a structure, a dwelling structure or similar term, shall mean the structure as it originally existed and as it may be extended, expanded, reconstructed or newly constructed, as permitted in this Declaration. For example, the no planting zone required by paragraph 3(a) shall be extended along the length of any extension of a dwelling structure constructed along the ZLL Lot line abutting the Maintenance Easement.

6. Maintenance of Fences and Walls.

(a) All ME Fences shall be maintained by the Burdened Owner, provided, that if the Burdened Owner fails to do so, the Benefited Owner may, but shall not be obligated to, perform maintenance of the ME Fences, including painting thereof, upon the approval (which shall not be unreasonably withheld) by the Burdened Owner of the type, color and quality of materials and workmanship.

(b) All maintenance, repair, or painting work with respect to a ME Fence performed by the Benefited Owner under this paragraph 6 shall be at the Burdened Owner's expense unless otherwise agreed upon or unless such work is necessitated due to damage caused by the Benefited Owner or its invitees.

(c) All other fences and walls (those that are not ME Fences) (the "Other Fences") shall be maintained by each owner of a Lot across which the fences or walls run (the "Fence Owner"). Each Fence Owner shall maintain that portion of the Other Fences which runs across the Fence Owner's Lot.

(d) Each Lot owner shall continue to provide support within the owner's Lot for any ME Fences or Other Fences which run across other Lots and that owner's Lot.

(e) A Burdened Owner may from time to time replace or substitute with a different type of fence the ME Fence, but the Burdened Owner shall continue to provide support for the ME Fences and Other Fences which abut the Burdened Owner's Lot. Unless the Benefited Owner and the Burdened Owner agree otherwise there shall always be a ME Fence along the Maintenance Easement as originally installed by the Declarant separating the Benefited Owner's Lot from the Burdened Owner's Lot.

(f) A Fence Owner may from time to time replace or substitute with a different type of fence that portion of the Other Fences which runs across the Fence Owner's Lot, but the Fence Owner must continue to provide support for the ME Fences and Other Fences which abut the Fence Owner's Lot.

(g) Except for fences originally installed by Declarant, all new ME Fences, Other Fences or any other fence within a Lot shall conform to the Wall and Fence Guidelines For Site 5A and 5B, adopted by the Declarant, as it may be amended from time to time by the Declarant or the designee of Declarant, which guidelines shall be administered by the Royal Kunia Community Association.

(h) This paragraph shall apply only to ME Fences and Other Fences originally installed by the Declarant. Each Lot owner shall have the right to have such ME Fences or Other Fences which run across that owner's Lot to encroach upon the Lot of an adjoining Lot owner. Each Lot owner agrees not to seek from any other Lot owner any claim or action for any damages for the encroachment by the ME Fences or Other Fences originally installed by Declarant upon that owner's Lot or to seek removal of the existing encroachment.

(i) Other Fences and ME Fences perpendicular to a hedge, fence or wall maintained by the Royal Kunia Community Association may abut and be within two feet of such hedge, fence or wall, but only if the following conditions are satisfied: (i) the Design Committee of said Association consents to the Other Fence or ME Fence, (ii) so long as the Declarant owns any of the Lots, the Declarant consents to the Other Fence or ME Fence, and (iii) the Other Fence or ME Fence is in compliance with all laws and regulations and the owner of the subject Lot obtains all legally required building permits and approvals from the City and County of Honolulu. Notwithstanding anything contained herein to the contrary, Declarant shall have the right to install ME Fences and Other Fences which abut any hedge, fence or wall maintained by the Association without consent from any other party except for applicable City building permits.

7. Duration. All of the property described in said Exhibit "A" shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions and restrictions contained in this Declaration. These limitations, covenants, conditions and restrictions shall operate as perpetual covenants running with the land, binding according to the terms of this Declaration on all persons and/or entities having or acquiring any right, title or interest in said property.

8. Violations. The owner of any Lot who violates any of the provisions of this Declaration shall be subject to the violation and penalty clauses of applicable State and City laws and regulations. In addition, if the owner of any Lot or any part of or interest in a Lot violates any provisions of this Declaration, Declarant, the owner or owners of any Lot or part of or interest in the Lot, and/or the City and County of Honolulu may bring an appropriate civil action against the defaulting party to enforce specific compliance with this Declaration and may recover reasonable attorneys' fees and costs. Failure by Declarant, any other property owner or owners or their representatives, heirs, successors or assigns or the City and County of Honolulu to enforce any of the covenants, restrictions, reservations, easements or charges in this Declaration, shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise provided in this Declaration.

9. Severability. If any covenant, restriction or reservation contained in this Declaration is held to be invalid or unenforceable in whole or in part by any order, judgment or decree of any court, then such decision shall in no way affect the validity of the other covenants, restrictions or reservations in this Declaration, and they shall remain in full force and effect.

10. Install. Whenever reference is made to utility lines, fences or other improvements installed or constructed by Declarant, such reference shall be deemed to include such improvements installed or constructed by Declarant or its contractor or other designee, and shall be deemed to allow the repair and replacement of such improvements in accordance with the original plans therefor.

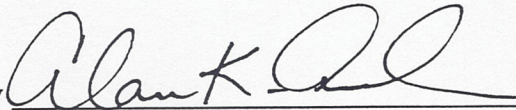
11. Amendments. It is specifically understood and agreed that this Declaration shall continue in full force and effect and shall not be repealed, amended or altered in any way, except with the written consent of the Director of the Department of Planning and Permitting of the City and County and his and/or its successor. Subject to such consent, Declarant reserves the right to unilaterally amend this Declaration so long as it owns at least 25% of the Lots.

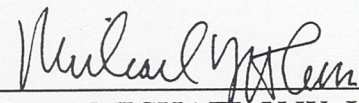
12. Master Declaration. To the extent the provisions of this Declaration are inconsistent with Articles III or IV of the Master Declaration, said articles are deemed so amended, repealed, added to or limited by this Declaration with respect to the Lots, but only with respect to the Lots. Except to the extent of such inconsistency, the provisions

of the Master Declaration remain in full force and effect. Provisions of the Master Declaration requiring Design Committee approval shall remain effective, except that such approval shall not be required for improvements installed by Declarant or for repairs to same or replacements of same in accordance with the original plans for such improvements.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first herein written.

KUNIA RESIDENTIAL PARTNERS,
a Hawaii limited partnership
By Castle & Cooke Kunia, Inc.,
a Hawaii corporation
Its General Partner

By 
Name: ALAN K. ARAKAWA
Its: Vice President

By 
Name: MICHAEL Y.W. LUM
Its: Vice President

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

On this 3rd day of April, 2001, before me appeared ALAN K. ARAKAWA and MICHAEL Y. W. LUM, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Vice President, respectively, of CASTLE & COOKE KUNIA, INC., a Hawaii corporation, the general partner of KUNIA RESIDENTIAL PARTNERS, a Hawaii limited partnership; that said instrument was signed on behalf of said corporation by authority of its Board of Directors and in the name and on behalf of said partnership by authority of the partnership agreement of said partnership; and said officers acknowledged said instrument to be the free act and deed of said corporation and said partnership.

6

Cynthia Kadekawa
Cynthia Kadekawa
Notary Public, State of Hawaii

My commission expires: 3/22/2002

EXHIBIT "A"

Being all of Lot(s) 1 to 180, inclusive, of the tract of land known as Royal Kunia Subdivision Site 5, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2286.

Situate at Hoaeae, District of Ewa, City and County of Honolulu, State of Hawaii.

Being portions of the land conveyed:

To : Kunia Residential Partners, a Hawaii limited partnership
By Deed From : Halekua Development Corporation, a Hawaii corporation
Dated : August 3, 1992
Recorded : Document No. 92-125988

END OF EXHIBIT "A"

EXHIBIT "B"

THOSE certain parcels of land situate at Hoaeae, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lots 3 to 33, inclusive,
37 to 41, inclusive,
44 to 53, inclusive,
59 to 63, inclusive,
66 to 79, inclusive,
81,
83 to 96, inclusive,
99 to 102, inclusive,
104 to 111, inclusive,
114 to 119, inclusive,
121,
123 to 129, inclusive,
132 to 138, inclusive,
140,
142 to 151, inclusive,
153 to 161, inclusive, and
164 to 180, inclusive,

of the tract of land known as Royal Kunia Subdivision Site 5, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2286.

Being portions of the land conveyed:

To : Kunia Residential Partners, a Hawaii limited partnership
By Deed From : Halekua Development Corporation, a Hawaii corporation
Dated : August 3, 1992
Recorded : Document No. 92-125988

END OF EXHIBIT "B"

EXHIBIT "C"

Situate at Hoaeae, District of Ewa, City and County of Honolulu, State of Hawaii.

| <u>(a)</u> <u>Benefited Lot*</u> | <u>(b)</u> <u>Easement*</u> | <u>(c)</u> <u>Burdened Lot*</u> |
|-------------------------------------|--------------------------------|------------------------------------|
| 3 | 1 | 4 |
| 4 | 2 | 5 |
| 5 | 3 | 6 |
| 6 | 4 | 7 |
| 7 | 5 | 8 |
| 8 | 6 | 9 |
| 9 | 7 | 10 |
| 10 | 8 | 11 |
| 11 | 9 | 12 |
| 12 | 10 | 13 |
| 13 | 11 | 14 |
| 14 | 12 | 15 |
| 15 | 13 | 16 |
| 16 | 14 | 17 |
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| 25 | 23 | 26 |
| 26 | 24 | 27 |
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| 31 | 29 | 32 |
| 32 | 30 | 33 |
| 33 | 31 | 34 |
| 37 | 32 | 38 |

| (a) <u>Benefited Lot*</u> | (b) <u>Easement*</u> | (c) <u>Burdened Lot*</u> |
|------------------------------|-------------------------|-----------------------------|
| 38 | 33 | 39 |
| 39 | 34 | 40 |
| 40 | 35 | 41 |
| 41 | 36 | 42 |
| 44 | 37 | 43 |
| 45 | 38 | 44 |
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| 47 | 40 | 46 |
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| 81 | 66 | 82 |
| 83 | 67 | 84 |
| 84 | 68 | 85 |
| 85 | 69 | 86 |

| (a) <u>Benefited Lot*</u> | (b) <u>Easement*</u> | (c) <u>Burdened Lot*</u> |
|------------------------------|-------------------------|-----------------------------|
| 86 | 70 | 87 |
| 87 | 71 | 88 |
| 88 | 72 | 89 |
| 89 | 73 | 90 |
| 90 | 74 | 91 |
| 91 | 75 | 92 |
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| 94 | 78 | 95 |
| 95 | 79 | 96 |
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| 99 | 81 | 100 |
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| 101 | 83 | 102 |
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| 104 | 85 | 103 |
| 105 | 86 | 104 |
| 106 | 87 | 105 |
| 107 | 88 | 106 |
| 108 | 89 | 107 |
| 109 | 90 | 108 |
| 110 | 91 | 109 |
| 111 | 92 | 110 |
| 114 | 93 | 115 |
| 115 | 94 | 116 |
| 116 | 95 | 117 |
| 117 | 96 | 118 |
| 118 | 97 | 119 |
| 119 | 98 | 120 |
| 121 | 99 | 122 |
| 123 | 100 | 122 |
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| 128 | 105 | 127 |
| 129 | 106 | 128 |

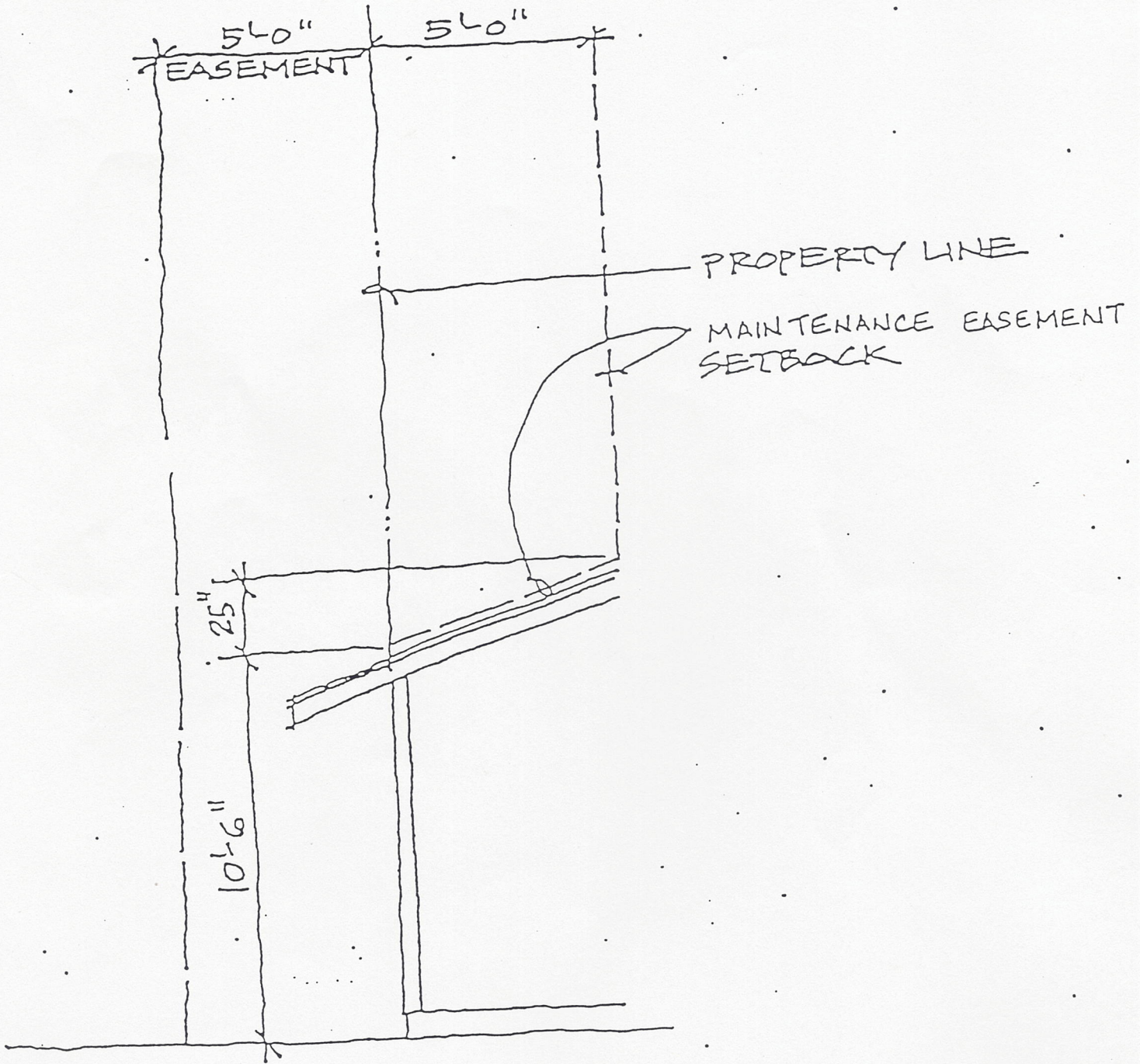
| (a) <u>Benefited Lot*</u> | (b) <u>Easement*</u> | (c) <u>Burdened Lot*</u> |
|------------------------------|-------------------------|-----------------------------|
| 132 | 107 | 133 |
| 133 | 108 | 134 |
| 134 | 109 | 135 |
| 135 | 110 | 136 |
| 136 | 111 | 137 |
| 137 | 112 | 138 |
| 138 | 113 | 139 |
| 140 | 114 | 141 |
| 142 | 115 | 141 |
| 143 | 116 | 142 |
| 144 | 117 | 143 |
| 145 | 118 | 144 |
| 146 | 119 | 145 |
| 147 | 120 | 146 |
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| 170 | 140 | 169 |
| 171 | 141 | 170 |
| 172 | 142 | 171 |
| 173 | 143 | 172 |

| (a) <u>Benefited Lot*</u> | (b) <u>Easement*</u> | (c) <u>Burdened Lot*</u> |
|------------------------------|-------------------------|-----------------------------|
| 174 | 144 | 173 |
| 175 | 145 | 174 |
| 176 | 146 | 175 |
| 177 | 147 | 176 |
| 178 | 148 | 177 |
| 179 | 149 | 178 |
| 180 | 150 | 179 |

* Note: The foregoing Lot and Easement references are to the lots and easements shown on File Plan 2286 .

END OF EXHIBIT "C"

EXHIBIT "D"



END OF EXHIBIT "D"