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CASTLE & COOKE LAND COMPANY
P.O. Box 898900
Mililani, HI 96789-8900

CKUMSAKI 5482909

(2)

Tax Map Key: 9-4-156: 1 to 53, inclusive, 79, 81, 82, 83, 85, 86, 87
9-4-157: 1 to 24, inclusive, 41, 42

DECLARATION OF COVENANTS AND CLASSIFICATIONS
FOR SITE 13A COURTYARDS OF ROYAL KUNIA

THIS DECLARATION is made this 10th day of June, 1999, by KUNIA RESIDENTIAL PARTNERS, a Hawaii limited partnership ("Declarant"), with an address at 100 Kahelu Avenue, 2nd Floor, Mililani, Hawaii 96789

W I T N E S S E T H T H A T :

A. Declarant is the owner of certain property located at Ewa, Oahu, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit A attached hereto ("the Site").

B. The Site is within a larger residential development project known as "Royal Kunia". Land within Royal Kunia was submitted to that certain Declaration of Protective Covenants for Royal Kunia Community dated April 17, 1989, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 23083 at page 509. Said declaration was amended by various instruments and was amended and restated in its entirety by that certain Amended and Restated Declaration of Protective Covenants for Royal Kunia Community dated March 18, 1994, recorded with the Bureau of Conveyances of the State of Hawaii as Document No. 94-049225. Said declaration, together with its amendments and as restated, is hereinafter referred to as the "Master Declaration".

C. Section 3.01 of the Master Declaration provides that all land within Royal Kunia shall be classified by area type. Declarant holds the right to designate the classifications for the Site and intends to do so through this Declaration.

D. Declarant also intends to set forth additional covenants, conditions, limitations and restrictions as herein set forth, which will inure to the benefit of present and future owners of property within the Site, the Royal Kunia Community Association ("Association"), Declarant and others.

NOW, THEREFORE, Declarant hereby declares that the Site shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the designations, limitations, covenants, conditions and restrictions set forth in this Declaration.

ARTICLE I DESIGNATIONS OF LAND CLASSIFICATIONS

Section 1.01 Residential Area. The land described in Exhibit B attached hereto is designated as "Residential Area" as said term is defined in the Master Declaration.

Section 1.02 Common Area. The land described in Exhibit C attached hereto is designated as "Common Area" as said term is defined in the Master Declaration.

Section 1.03 Limited Common Area. The land described in Exhibit D attached hereto is designated as "Limited Common Area" as said term is defined in the Master Declaration, for the

exclusive use of the owners and occupants of the Neighborhood specified in Exhibit D.

Section 1.04 Designated Landscaped Area. No land in the Site is currently designated as "Designated Landscaped Area" as said term is defined in the Master Declaration.

Section 1.05 Neighborhoods. The land described in Exhibit E attached hereto ("Courtyards Neighborhood") is designated as a "Neighborhood" as said term is defined in the Master Declaration.

Section 1.06 Reservation. The designations set forth above are made pursuant to Sections 3.01 and 3.02(d) of the Master Declaration. Declarant reserves the right to change such designations in the manner set forth in Article III below.

ARTICLE II ADDITIONAL COVENANTS

Section 2.01 No Parking Areas. In addition to areas within the Site designated from time to time by the City & County of Honolulu ("City") as areas where parking is prohibited, there shall be no parking in any of the roads, streets and lanes owned by the Association that provide access to or from more than one lot within the Site.

Section 2.02 Limitation of Liability. The Association shall not be liable for any claims of damage, theft or other loss for vehicles parked on property owned or maintained by the Association.

Section 2.03 Fence and Wall Guidelines. In addition to any other applicable restrictions in the Declaration of Cluster Conditions for Site 13 of Royal Kunia dated October 25, 1996, recorded as Document No. 96-154104 or otherwise, the Fence and Wall Guidelines attached hereto as Exhibit F shall apply to the construction of any fences and walls within the Residential Area of the Site except for those installed by Declarant or any governmental agency. The Design Committee (by a two-thirds vote of its members) of the Association shall have the right to modify the Fence and Wall Guidelines; provided, however, that prior to modification the Association shall first obtain the consent of (a) Declarant (so long as Declarant owns any land in the Site), and (b) if the consent of the City & County Department of Planning and Permitting or its successor agency is legally required, said agency consents to the modification. The

Association, through the Design Committee or otherwise, shall have the authority to enforce the Fence and Wall Guidelines.

Section 2.04 Slopes and Swales. Owners of lots in the Residential Area shall maintain the ground slopes and swales of their lots to lessen chances of erosion and undercutting (especially near foundations). Slopes shall be planted by such owners in conformance with applicable ordinances of the City; slope planting is recommended on cut and fill slopes to lessen erosion.

Section 2.05 Refuse Collection. If the City elects to enter private roadways for refuse collection, the following shall be mandatory if required by the City, but shall be optional at the discretion of the Association if not required by the City: "No parking" signs shall be maintained in the turnarounds. The Association shall provide and maintain signs to control parking along privately-owned roadways and shall enforce parking restrictions on rubbish collection days. The Association shall provide the City refuse division with the name and telephone number of the person responsible for enforcing the restrictions and maintaining the signs. If the Association fails to control parking, the City reserves the right to refuse to enter the privately-owned roadways. Residents along such roadways will then be required to bring their rubbish in containers acceptable to the City out to the curbside of a City-owned street.

ARTICLE III MISCELLANEOUS PROVISION

Section 3.01 Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to this Declaration may be delegated, transferred, assigned, conveyed or released in whole or in part by Declarant to the Association or any person or entity who acquires any of the undeveloped land in Royal Kunia. The Association shall accept any such rights and powers effective upon the recording by Declarant of a notice of such delegation, transfer, assignment, conveyance or release, if any, to the Association. No assignment of the rights and powers of Declarant shall be implied from any conveyance or other document executed by Declarant, but shall only be made effective by a document whereby an assignment of Declarant's rights and powers is expressly made, except that the rights and powers of Declarant shall pass automatically to any legal successor of Declarant by merger or consolidation or otherwise by operation of law.

Section 3.02 Duration. All of the designations, limitations, restrictions, covenants and conditions of this Declaration shall run with the land described in Exhibit A, except as otherwise expressly provided elsewhere in this Declaration. Notwithstanding the foregoing, the provisions of Article I shall continue and remain in full force and effect only so long as the Master Declaration, as amended from time to time, remains in effect. Notwithstanding anything contained in this Declaration to the contrary, if any provision of this Declaration shall be subject to the rule against perpetuities, then such provision shall not be effective for more than 21 years after the death of the last survivor of Robert F. Kennedy (brother of former President of the United States John F. Kennedy) and all his descendants living on the date of this instrument. Notwithstanding anything contained in this Declaration to the contrary, this Declaration shall not apply to any portions of the Site now or hereafter owned in fee by the City and County of Honolulu, any other governmental entities or agencies, or any public utility companies, for public or utility purposes.

Section 3.03 Enforcement Nonwaiver.

(a) Subject to the limitations expressly provided in this Declaration, the Association and Declarant shall each have the right to enforce any and all of the designations, limitations, restrictions, covenants, conditions, obligations imposed under this Declaration; and the cost of enforcement, including court costs and attorneys' fees, shall be paid by any owner or other person or entity who violates any such limitation, restriction, covenant or condition.

(b) Every act or omission which results in the violation of any restriction, condition or covenant or any other provisions contained in this Declaration, in whole or in part, is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action.

(c) The remedies provided for in this Declaration are cumulative and nonexclusive.

(d) The failure in any case to enforce any limitation, restriction, covenant, condition, obligation, lien or charge now or hereafter imposed by or pursuant to this Declaration shall not constitute a waiver of any right to

enforce the same in another case against or with respect to the same owner or lot or any other owner or lot.

Section 3.04 General.

(a) The designations, limitations, restrictions, covenants, conditions and obligations contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(b) The singular shall include the plural and the plural the singular unless the context requires the contrary; and the masculine, feminine and neuter shall include the masculine, feminine or neuter as the context requires. Exhibits referred to in this Declaration are incorporated by reference and made a part hereof.

(c) All titles used in this Declaration, including those of articles and sections, are intended solely for convenience or reference, and the same shall not, nor shall any of them, affect that which is set forth in such articles and sections, nor any of the terms or provisions of this Declaration.

(d) As long as Declarant owns more than 25% of the acreage of the land within the Site subject to this Declaration, Declarant shall have the right to modify, repeal or amend the provisions of this Declaration. With respect to land owned by Declarant, Declarant shall have the right to change any of the designations set forth in Article I above at any time. Designations for land owned by someone other than Declarant may be changed only with the written consent of Declarant and the owner of such land, except that Limited Common Area may be reassigned in accordance with the provisions of Section 3.05(f) of the Master Declaration. This Declaration may also be amended if the following occur: (i) Owners holding 75% of the total votes in the Association pertaining to the Residential Area vote or consent to the amendment, and (ii) a majority of the Board of the Association votes or consents to the amendment, and (iii) if the consent of the City & County Department of Planning and Permitting or its successor agency is legally required, said agency consents to the amendment. Notwithstanding the foregoing, so long as Declarant owns any land in Royal Kunia no amendment shall be effective without Declarant's written consent.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

KUNIA RESIDENTIAL PARTNERS,
a Hawaii limited partnership

By Castle & Cooke Kunia, Inc.,
Its General Partner

By 


HARRY A. SAUNDERS
Its Vice President

By 

ALAN K. ARAKAWA
Its Vice President

STATE OF HAWAII)
) ss:
CITY AND COUNTY OF HONOLULU)

On this 16th day of June, 1999,
before me appeared HARRY A. SAUNDERS and ALAN K. ARAKAWA, 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; that said
corporation is the general partner of KUNIA RESIDENTIAL
PARTNERS, a Hawaii limited partnership; that said instrument was
signed by said corporation as the duly authorized general
partner of and in behalf of said partnership; that said
instrument was signed in behalf of said corporation by authority
of its Board of Directors and in the name of and in behalf of
said partnership; and said officers acknowledged said instrument
to be the free act and deed of said corporation and as said
general partner of said partnership.


Cynthia Kadekawa
Notary Public, State of Hawaii

My commission expires: 3/22/2002

EXHIBIT A

SITE

Lots 1 to 77, inclusive, Lots 119 and 120, Lots 122 to 125, inclusive, and Lots 130 to 133, inclusive, of the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 13A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2168.

Situate at Hoaeae, Ewa, Oahu, State of Hawaii.

END OF EXHIBIT A

EXHIBIT B

RESIDENTIAL AREA

Lots 1 to 77, inclusive, of the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 13A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2168.

Situate at Hoaeae, Ewa, Oahu, State of Hawaii.

END OF EXHIBIT B

EXHIBIT C

COMMON AREA

Lots 119 and 120, Lots 122 to 125, inclusive, and Lots 130 to 133, inclusive, of the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 13A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2168.

Situate at Hoaeae, Ewa, Oahu, State of Hawaii.

END OF EXHIBIT C

EXHIBIT D

LIMITED COMMON AREA

Lots 122 to 125, inclusive, and Lots 130 to 133, inclusive, of the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 13A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2168.

Situate at Hoaeae, Ewa, Oahu, State of Hawaii.

END OF EXHIBIT D

EXHIBIT E

COURTYARDS NEIGHBORHOOD

Lots 1 to 77, inclusive, of the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 13A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2168.

Situate at Hoaeae, Ewa, Oahu, State of Hawaii.

END OF EXHIBIT E

EXHIBIT "F"

FENCE AND WALL GUIDELINES FOR SITE 13A

"Kaulana"

I. GENERAL

FENCE TYPES AND LOCATIONS

Each Homeowner has been given a copy of an individual plot plan made part of the sales contract package. This plot plan illustrates the locations and alignments for several types and heights of fences and walls that will be permitted on individual lots. These plot plans must be followed when considering the construction of fences and walls. Copies of a master fencing plan incorporating all Site 13A individual plot plans are on file with both the City & County of Honolulu's Department of Planning & Permitting (DPP) and the Royal Kunia Community Association Design Committee (RKCADC). Both the DPP and the RKCADC will review submitted fence and wall design request or compliance to the locations shown on the plot plans.

The fence types and locations are illustrated by lines and symbols that correspond to a "Fencing Legend" attached to these guidelines (Exhibit "F-1"). For any given symbol in a specific location, the fence and wall heights are stated as the maximum allowable. Fences and walls may be constructed lower than the maximum allowable. Fences and walls may be constructed lower than the maximum heights stated. The fencing plans also show the maximum boundary for each fence type. The homeowner has the option of constructing a fence of the designated type anywhere from the plane of the house to the maximum boundary line shown.

II. ACCEPTABLE WALL OR FENCE BUILDING MATERIAL

The following materials are allowed for the construction of fences and walls within a homeowner's property.

WALLS:

Walls may be constructed of only the following materials:

- CMU block with plaster or stucco coating
- Natural stone (no coral)

FENCING:

Fencing may be constructed of only the following material:

- Wood
- Vinyl

EXHIBIT "F"

- Dark anodized aluminum
- Wrought iron

Exhibit "F-2" indicates the various types of walls and fences that are allowable.

III. ACCEPTABLE FENCE DESIGNS – CITY & COUNTY APPROVAL

As required by the DPP for this Cluster subdivision, fence designs must conform to the pre-approved designs on file at the DPP offices. Samples of these approved designs are depicted on Exhibit "F-2" and will require a building permit that has been checked by the DPP.

The fence types and material dimensions must be followed exactly to ensure approval from the DPP. Deviations from the DPP re-approved designs will result in building permit applications being denied.

IV. SPECIAL CONSIDERATIONS AND CONDITIONS

EASEMENTS WITHIN A HOMEOWNERS PROPERTY

Any wall or fence, regardless of yard designation, must be placed in back of any utility, landscape or sight line easements existing within an owners property. It is important that any require footings also fall outside of any easement line. Walls and fences built over and into easement lines may result in the wall or fence being removed at the homeowners expense.

WALL SHARING WITH ADJACENT OWNERS

Any wall or fence installed by a homeowner must be constructed entirely within his/her own property, unless a written agreement is made with an adjacent property owner to share ownership of the wall or fence. It is the recommendation of Kunia Residential Partners that homeowners install any fences or walls entirely within one homeowner's lot. Cost sharing between neighbors will be left entirely between neighbors, with no intervention from the Developer.

SIDEWALKS AND CURBS

Fences and walls shall be set back from sidewalks, curbs and property lines as indicated on the plot plans. It is very important that homeowners be aware of their property lines and easements lines.

STREET TREES

Street trees are illustrated on the individual plot plans provided to homeowners as part of the sales contract package. These trees have been planted per City & County requirements. If a tree is planted within a

EXHIBIT "F"

homeowner's yard, the subject tree may not be removed or replaced. The fence and wall plans show setbacks that are required from all existing trees.

SIGHT LINE SETBACKS

The City & County of Honolulu's Department of Transportation Services has established sight line setbacks for certain lots within Site 13A. The Department of Transportation Services site line setbacks supersede all other setbacks. No fence which projects more than 2'-6" above existing grade established when lot was conveyed from Seller to Buyer shall be constructed within roadways sight lines.

It is the responsibility of the homeowner to verify that all proposed fence or wall locations do not conflict with possible sight line easements.

RETAINING WALLS AT SLOPE CONDITIONS

For those lots with slope banks within their yard, Exhibit "F-3", illustrates the required construction details to follow.

OTHER REQUIREMENTS

Prior to commencing any fence or wall construction, homeowners must first obtain the written approval of the RKCADC and must also meet the requirements of the Land Use Ordinance of the City & County of Honolulu and any other City, State or County requirements necessary to secure a building permit.

Any improvements constructed without first obtaining both the RKCADC and the City Department of Planning approval may subject to fines and/or removal by the Royal Kunia Community Association at the homeowner's expense.

V. MAILBOX LOCATION AND DESIGN

Mailboxes may or may not be installed by the developer. If a mailbox is provided for your house, the designated location may not be altered in any way. The U.S. Postal Service has provided location standards to insure prompt and accurate delivery of mail to the Royal Kunia community. Further, any existing mailbox and support structures may not be altered in any way without consent from the design review committee.

If no mailbox is provided by the developer, the following guidelines must be followed:

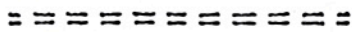
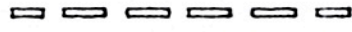
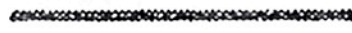


- The base structure supporting the mailbox must be located on foot back from the top edge of the curb and one foot to the right or left of the driveway plane.

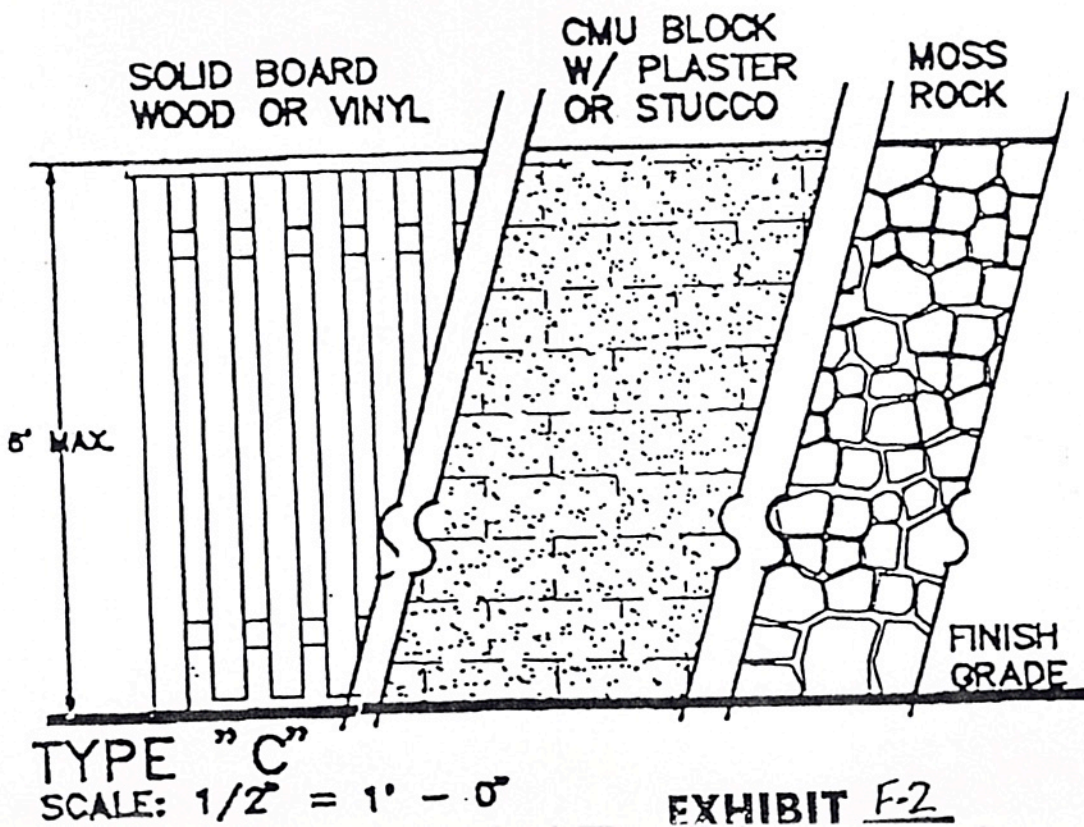
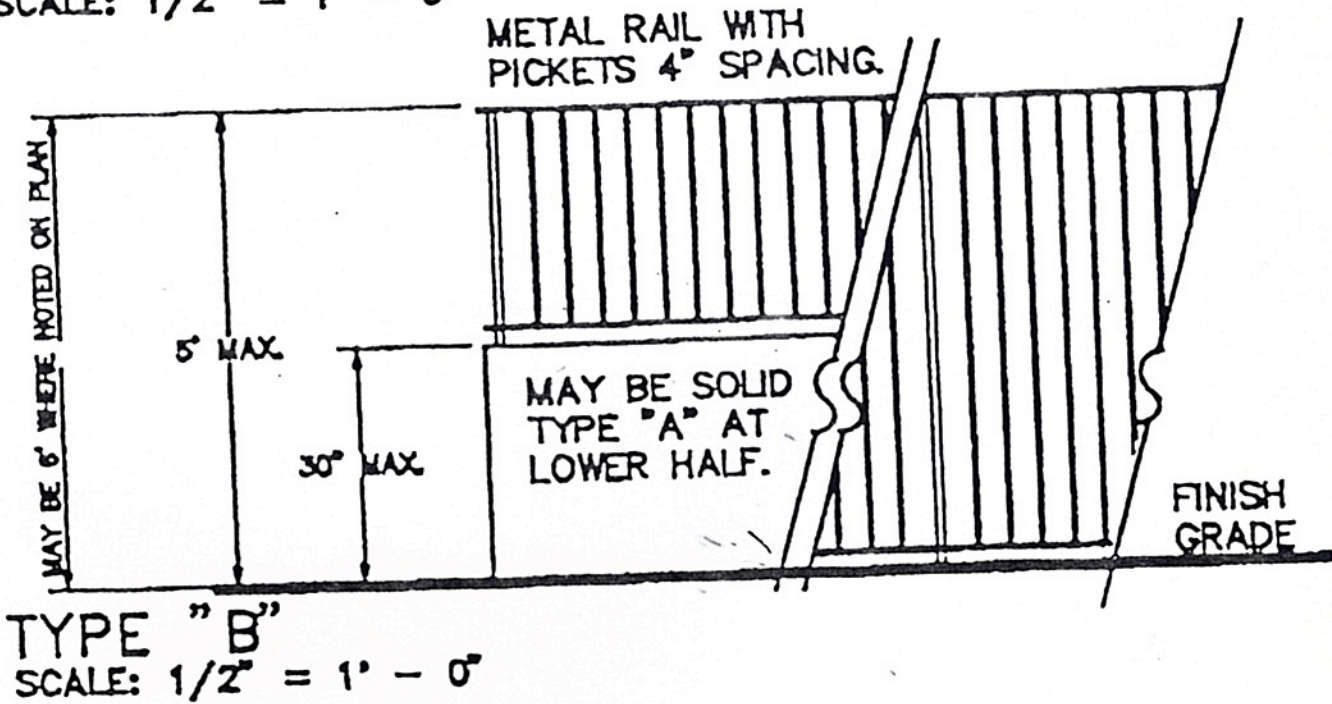
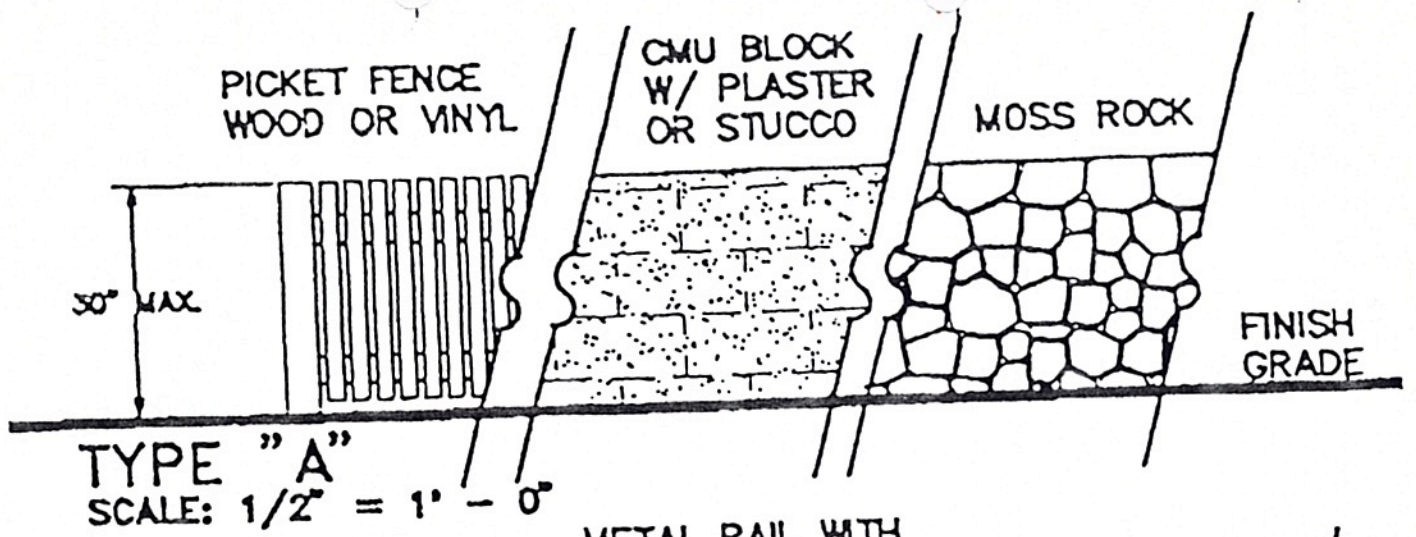
EXHIBIT "F"

- The mailbox is to be placed on the side of the driveway that is closest to the front door of a house.
- The mailbox itself must be placed 3.5 feet to 4 feet above the sidewalk.

Regardless of any mailbox being provided or not, the homeowner shall be responsible for the placement of the address numbering that designates a specific house location.

FENCING LEGEND

SYMBOL	DESCRIPTION
	TYPE "A" ONLY
	TYPE "A" OR "B"
	TYPE "A"; "B" OR "C"
	5' HEIGHT FENCE PROVIDED BY DEVELOPER.
	TREES



RETAINING WALL AT SLOPE - CROSS SECTION
NOT TO SCALE

