

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

BUREAU OF CONVEYANCES

DATE NOV - 8 1995 TIME 10:00  
DOCUMENT NO. 95-145678

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL ( ) PICK-UP ( ):

CASTLE & COOKE LAND COMPANY  
P. O. Box 2990  
Honolulu, Hawaii 96802

DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE STREET)

This declaration, made this 8th day of November, 1995

by KUNIA RESIDENTIAL PARTNERS, hereinafter referred to as  
"Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a parcel of property in  
Royal Kunia, Hoaeae and Waikele, Ewa, Oahu, City and County of  
Honolulu, State of Hawaii, which is more particularly described  
in Exhibit "A" attached hereto and incorporated by reference  
herein (the "Real Property"):

WHEREAS, Declarant plans to create a Residential  
Subdivision, situate at the Real Property.

WHEREAS, portions of the Residential Subdivision are served by private roadways and street lighting systems, situate on the Real Property more particularly described in Exhibit "B" attached hereto, which are not designed and constructed in accordance with City standards for dedication purposes;

WHEREAS, Declarant wishes to keep the roadways and street lighting systems privately-owned in perpetuity.

WHEREAS, Declarant, as said owner, desires to establish restrictive covenants relating to the use, maintenance and repair of the private roadways and street lighting systems;

WHEREAS, The City and County of Honolulu shall not be responsible for any maintenance, repair work or liability of the private roadway improvements and street lighting system;

NOW, THEREFORE, Declarant hereby declares and agrees that the Real Property (Exhibit A) is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the following declarations, which declarations shall constitute covenants running with the land and shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent owners, lessees, or occupants of all or any part of the Real Property and their respective heirs, executors, administrators, successors and assigns.

1. MAINTENANCE AND REPAIR OF THE PRIVATE ROADWAYS. The Real Property and every lot thereof, shall bear responsibility for the private roadways and street lighting systems including maintenance, repair and liability, if the Royal Kunia Community Association fails to do so. Improvements shall be maintained in

such a manner that adequate access by vehicular traffic and services is permitted at any time so that fire, police, health and public utility vehicles can service the area. If the private roadway improvements are not properly maintained, and the Chief Engineer of Public Works, the Director of Transportation Services, Department of Wastewater Management, or the Manager of the Board of Water Supply, determines that the maintenance is inadequate to provide necessary services for the subdivision, then public services may be withheld from the area until adequate access is provided for such services. Nothing in this Declaration shall prohibit the Royal Kunia Community Association from assuming responsibility for the private roadways, and street lighting systems, including maintenance, repair and liability.

2. DEDICATION OF IMPROVEMENTS TO THE CITY. The private roadway improvements and street lighting systems shall not be dedicated to the City and will remain privately-owned in perpetuity.

3. ENERGIZING AND MAINTENANCE OF THE STREET LIGHTS. The money or surety deposited with the City by the Developer, its successors or assigns, to ensure energizing and maintenance of the street lights, under the provisions of Section 22-2.6, Revised Ordinances of Honolulu, shall be held by the City in perpetuity.

4. DURATION. The covenants, conditions and restrictions herein contained are to run with the land and every lot thereof and shall be binding on all parties and persons claiming under them.

5. VIOLATIONS. The owner of any lot in the Real Property violating any provisions hereof, shall be subject to the violation and penalty clause of applicable State and City laws and regulations. In addition, in the event the owner of any lot in the Real Property or any part thereof or interest therein violates any provisions hereof with respect to the maintenance and repair of the private roadway, the Declarant, the owner or owners of any lot or part thereof or interest therein and/or the City and County of Honolulu, a municipal corporation of the State of Hawaii, may bring an appropriate civil action against the defaulting party to enforce specific compliance with this declaration and the provisions herein contained, or to recover damages for such violation, plus a reasonable attorney's fee, as may be incurred by said prosecuting party in such proceeding or action. Failure by the Declarant, any other property owner or owners or their representatives, heirs, successors or assigns or said City and County of Honolulu to enforce any of the covenants, restrictions, reservations, easements or charges herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

6. SEVERABILITY. In the event any covenant, restriction or reservation herein contained 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 wise affect the validity of the other covenants, restrictions or reservation herein contained, and they shall remain in full force and effect.

7. AMENDMENTS. It is specifically agreed by each owner of the Real Property 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 Land Utilization of the City and County of Honolulu or its successor.

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

KUNIA RESIDENTIAL PARTNERS  
By Its Managing General Partner  
CASTLE & COOKE KUNIA, INC.

A P P R O V E D
Contents: _____
Form: STANDARD

By Wallace Miyahira  
Wallace Miyahira  
Senior Vice President

By Roland Kim  
Roland Kim  
Vice President

This is to certify that the above-described Declaration of Restrictive Covenants shall be filed and recorded with the Bureau of Conveyances, State of Hawaii.

KUNIA RESIDENTIAL PARTNERS  
By Its Managing General Partner  
CASTLE & COOKE KUNIA, INC.

By Wallace Miyahira  
Wallace Miyahira  
Senior Vice President

By Roland Kim  
Roland Kim  
Vice President

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

On this 8th day of November, 1995, before me appeared WALLACE MIYAHIRA and ROLAND KIM, to me personally known, who, being by me duly sworn, did say that they are the Senior 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 the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed 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 as said general partner and said partnership.

*Eyette Kadelauer* <sup>LS</sup>  
Notary Public, State of Hawaii

My commission expires: 3/22/98

Exhibit A

Those certain parcels of land situate at Hoaeae and Waikele, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lots 1 through 103, inclusive, in the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 12 PHASE A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2158; Lots 1 through 148, inclusive, in the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 12 PHASE B, as shown on map filed in said Bureau as File Plan 2159; and Lots 1 through 174, inclusive, 178 and 179 in the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 12 PHASE C, as shown on map filed in said Bureau as File Plan 2160.

Being a portion 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

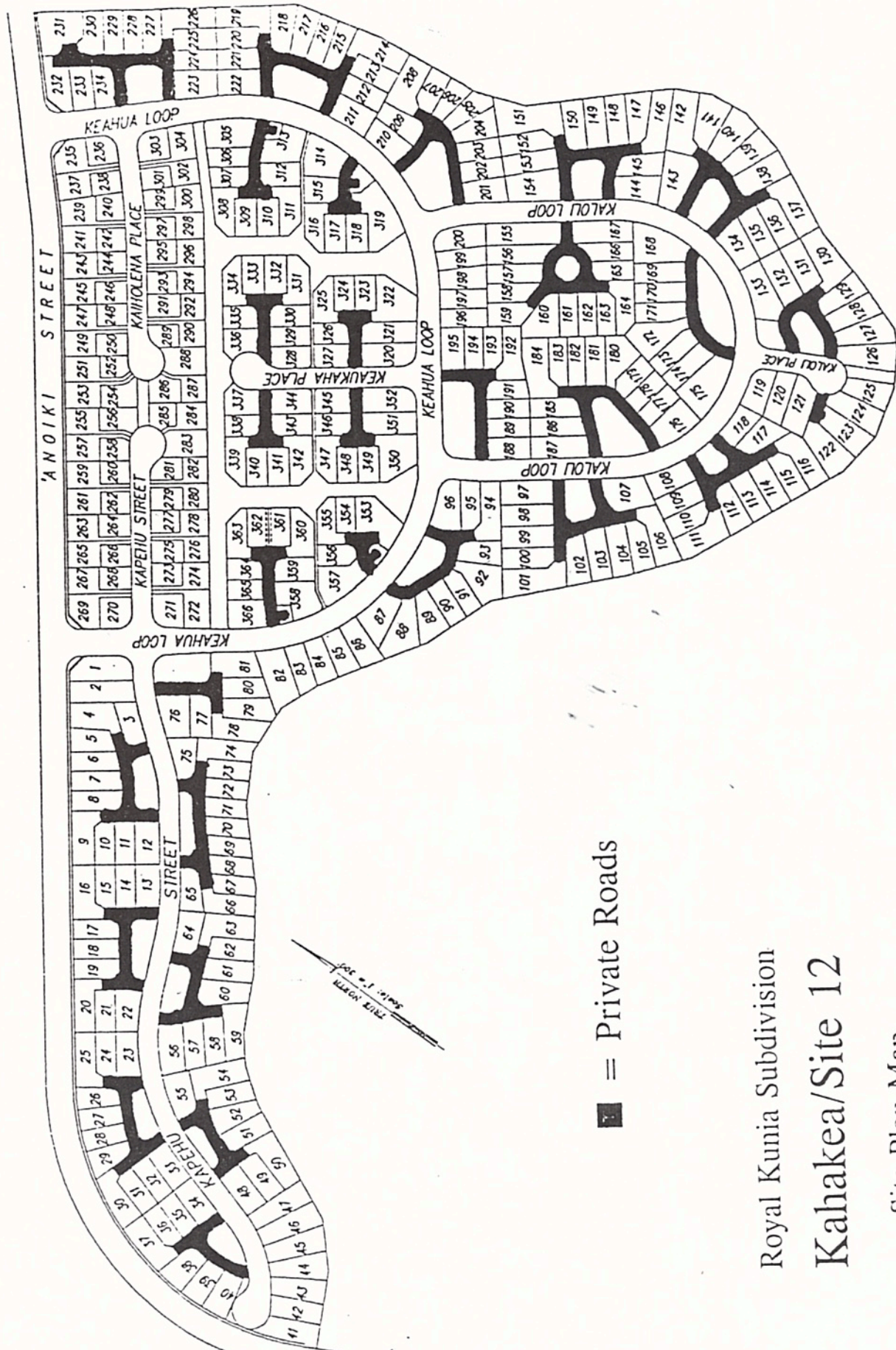
End of Exhibit A

**Exhibit B**

Those certain private roadway lots situate at Hoaeae and Waikele, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lots 96 through 103, inclusive, in the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 12 PHASE A, as shown on map filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2158; Lots 137 through 148, inclusive, in the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 12 PHASE B, as shown on map filed in said Bureau as File Plan 2159; and Lots 165 through 174, inclusive, in the tract of land known as the ROYAL KUNIA SUBDIVISION SITE 12 PHASE C, as shown on map filed in said Bureau as File Plan 2160, being also shown on the Site Plan attached hereto as Exhibit B-1 and made a part hereof.

**End of Exhibit B**





■ = Private Roads

Royal Kunia Subdivision  
 Kahakea/Site 12

Site Plan Map