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COVENANT FOR  
THE CLUB AT KUKUI'ULA

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COVENANT  
FOR  
THE CLUB AT KUKUI`ULA



Kukui`ula  
KAUAI'S LIVING GARDEN

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# Covenant FOR THE CLUB AT KUKUI`ULA

## PREAMBLE

THIS COVENANT FOR THE CLUB AT KUKUI`ULA ("Covenant") is made as of the 8<sup>th</sup> day of May, 2006, by Kukui`ula Development Company (Hawaii) LLC, a Hawai`i limited liability company ("Declarant").

Kukui`ula is a planned lifestyle resort community on the Island of Kaua`i in the State of Hawai`i. The development of Kukui`ula encompasses a wide variety of residential, shopping, dining, and office uses, as well as extensive varied recreational amenities and leisure services. In addition, the Declarant has made special efforts to honor local cultural and historical traditions, including the longstanding agricultural heritage of Kaua`i, and to promote long-term environmental sensitivity. In pursuit of these goals, this Covenant establishes a comprehensive plan that is designed to create unified, overall administration of Kukui`ula's recreational and leisure services and amenities, as well as provide the benefits of a sustainable development for the community of Kaua`i. The organization designed to own, control and/or manage these facilities is The Club at Kukui`ula, a Hawai`i non-profit corporation ("The Club").

The Club will be the organization providing recreational, cultural, fitness, wellness, agricultural, educational, and civic activities to the Members and, in appropriate cases, as provided by the Covenant, to guests and other third parties. In addition, The Club will own, manage, and control the property and facilities utilized for recreational and leisure purposes within Kukui`ula, including the following amenities: 18-hole championship Golf Course (and related improvements and facilities); the Golf Clubhouse; the Plantation House; and the Plantation House Spa. Certain facilities and areas within Kukui`ula that The Club owns or for which it has responsibility and certain services that The Club provides may be made available on a limited basis for use and enjoyment to the Declarant and others in accordance with the limitations established in the governing documents.

To provide the necessary funding for the maintenance and upkeep of the recreational facilities and the provision of The Club's services, The Club will levy assessments against property owners within Kukui`ula. Each Member will pay assessments to The Club to cover its basic expenses for maintaining these amenities and providing the varied services. In addition to the varied rights and privileges available to each Member, Members will have the ability to acquire special golf privileges in The Club and play golf without the payment of greens fees, as set forth in this Covenant and as more particularly outlined in The Club's membership plan. The Club may obtain additional funding from guests or visitors through the implementation of a daily or use fee for the use of some or all the facilities and amenities.

Even though a Unit Owner will be a member of The Club, the Owner will not have any ownership (i.e. "equity") interest in The Club or in The Club Amenities (or any other property owned by The Club). Further, during the Declarant Control Period, a Unit Owner will not have any right to vote on any matters of The Club or the operation of any of The Club Amenities.

## **Chapter 1**

### **Understanding the Development of The Club**

While Kukui`ula is a planned resort community, Kukui`ula Development Company (Hawaii), LLC, as the Declarant intends for it to be much more than even the best "planned community." Kukui`ula Development Company (Hawaii), LLC believes that when Kukui`ula's Members elected to become part of the community, they signaled a shared desire to create a special place to live, to play, to experience, and to enjoy, not just to own property in a real estate development.

Truly great communities have more than a physical identity, they also have a sense of pride, caring, and mutual responsibility for the well-being of the community. As a result, the community's owners enjoy a special sense of belonging while experiencing all the community has to offer. This Covenant for The Club at Kukui`ula is a vehicle, a process, through which you and all of the owners and guests within Kukui`ula can experience and enjoy the recreational amenities and services of Kukui`ula while connecting with the unique tradition, culture, beauty, and people of Hawai`i.

Through the procedures the Declarant has established in this Covenant, there is an administrative structure with the power and responsibility to initiate programs, activities, and services and to respond to the individual and collective creativity and interests of you and the other owners. This administrative structure is The Club. It has the necessary powers to administer this Covenant and to engage in a broad range of recreational services and community activities. It has the ability to impose assessments against property, as well as all the powers of a Hawai`i nonprofit corporation. To facilitate the enjoyment of Kukui`ula and its greater community, The Club shall be the catalyst for the creation of opportunities and services both within Kukui`ula and in the surrounding area.

#### **1.1. Club's Mission**

The mission of The Club is threefold; first is to foster the use and operation of varied recreational and leisure-oriented amenities and services for the benefit of Members and guests. Second, is to provide a variety of social, cultural, artistic, educational, and recreational opportunities for Members and their guests within and beyond Kukui`ula. Third, is to create opportunities to become actively engaged with the well-being of the greater community of Kaua`i. These goals are fostered, not only through the operation and provision of services to Kukui`ula Members, but through The Club's support of and involvement with a variety of organizations that help promote the vitality and strength of the larger community of Kaua`i. The Club is organized for such purposes as are set forth in the Articles of Incorporation of The Club at Kukui`ula ("Articles") and in this Covenant.

#### **1.2. Voice**

An essential ingredient necessary for the long-term success of Kukui`ula is frequent and ongoing communication between The Club and its Members. The Declarant appreciates the importance of The Club continually receiving and responding to input from its Members, and this Covenant creates opportunities for all of the interested parties to collaborate in building and sustaining an enjoyable, active, and involved community for generations to come.

#### **1.3. Shared Goals**

The Club and the Declarant have the following shared goals:

- to provide a wide variety of opportunities for experiencing the cultural and recreational offerings of Kukui`ula and Kaua`i
- to support an orderly, regular, and informative communication system that

provides Members a voice in community services and an opportunity to communicate with The Club and with other Members

- to establish recurring community programs, celebrations, and special events that will become part of the traditions within Kukui`ula, thereby increasing the enjoyment of the Members and engendering pride within the community
- to promote high levels of Member participation and involvement by offering programs and services that are truly valued by its Members
- to provide meaningful opportunities to connect, engage, and build mutually beneficial relationships with the greater community of Kaua`i
- to make a significant contribution to the quality of life at Kukui`ula and within Kaua`i.

#### 1.4. Expectations

There are three key expectations that are essential to the success of The Club and to building a strong sense of community at Kukui`ula. All Members of The Club are expected to exhibit the following behaviors and should expect the same of others:

- Be informed
- Act with civility
- Be constructive.

The Declarant and The Club shall strive to provide an environment that embodies these behaviors and builds relationships that serve to uphold these expectations.

#### 1.5. Definitions

Capitalized terms used in this Covenant have the meaning described in the paragraph where they first appear in bold print. An index of defined terms may be found at the beginning of this

Covenant. All other terms used in this Covenant have their natural, commonly accepted definitions.

A portion of Kukui`ula depicted in a recorded subdivision map or condominium instrument, subject to the Covenant that is intended for development, use, and occupancy as an attached or detached single-family residence and that may be independently owned and conveyed is referred to as a "**Unit**." The term Unit shall not include the common property or common elements of The Club, any owners association, condominium association, or property dedicated to the public. The term "**Unit**" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. An unsubdivided parcel of land is considered a single Unit until such time as a subdivision map or condominium instrument is recorded subdividing it into more than one Unit.

Each person who holds record title to a Unit is referred to in this Covenant as an "**Owner**"; provided that neither the Declarant nor any Builder, as such term is defined in the Community Charter for Kukui`ula, shall be considered an Owner under the Covenant. Any Builder who owns a Unit that has never been occupied prior to resale, shall not receive a membership interest in The Club and shall not have any right to exercise any privileges of membership within The Club or obligation to pay The Club Initiation Fee or monthly assessments.

Each Owner, which specifically excludes any Builder as set forth above, that holds a Plantation or Golf Membership in The Club, as defined in Section 4.2, is generally referred to in this Covenant as a "**Member**."

## Chapter 2

### The Club at Kukui`ula

*The recreational facilities at Kukui`ula are owned, operated, and managed by The Club. By purchasing a Unit within Kukui`ula, you are granted a Plantation Membership in The Club. With this membership you will not acquire an ownership interest in The Club, but you will be granted the ability to use designated facilities and amenities of The Club with such other persons as The Club may authorize from time to time. While the initial control and operation of The Club will be by the Declarant, a transfer of these operations to the Owners will take place after the development of Kukui`ula has been substantially completed. Following such transfer, the leadership, management, and control of The Club will be the responsibility of the Owners within Kukui`ula.*

#### 2.1. Creation of The Club

The Declarant has incorporated The Club as a Hawai`i nonprofit corporation to lease, acquire, own, and operate recreational facilities for the pleasure and recreation of its Members. The Declarant, as the Declarant of Kukui`ula, and The Club, as the owner of the Club Property, as defined below, hereby declare that all of the Units and all of the Club Property, as defined in Section 2.2, shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained herein, which shall run with the title to all the Units and the Club Property. This Covenant shall be binding upon all persons having any right, title, or interest in any portion of the Units or the Club Property, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of the owners of each portion of the Units and the Club Property except as otherwise expressly provided or limited herein.

#### 2.2. Ownership and Maintenance of Property

The Club shall own and maintain real property ("**Club Property**") that the Declarant has improved or will improve with recreational and leisure facilities to be operated within Kukui`ula subject to the rights and powers of The Club as set forth in this Covenant, and any terms, conditions, covenants, or restrictions set forth in the instrument conveying such property to The Club.

The Club may enact reasonable rules and regulations governing access, use, and enjoyment

of the Club Property. Every Member of The Club, their guests, and any other authorized user shall comply with such rules and regulations.

#### 2.3. Club Amenities and Services

The Club shall organize, fund, and administer activities, services, and programs necessary, desirable, and appropriate to fulfill The Club's mission of providing varied recreational, leisure, cultural, educational, and artistic services within Kukui`ula. Activities, services, and programs that The Club may provide include, but are not limited to, the following:

(a) recreational facilities, including but not limited to, a clubhouse (known as the "Plantation House," including the "Plantation House Spa"), fitness facilities, food and beverage facilities, the Plantation House and Spa Pools, and the 18-hole Kukui`ula Golf Course;

(b) social and recreational programs (*e.g.*, parties, festivals, concerts, activities, sports leagues, instructional classes, and similar events);

(c) environmental programs (*e.g.*, recycling efforts, environmental education programs, tree planting, creation of community gardens or farm land, or similar programs);

(d) activities designed to promote an understanding of Hawai`ian culture, history, and traditions;

(e) public relations activities to inform the Members and public of The Club's programs and activities;

(f) cultural, artistic, and wellness programs;

(g) operation, maintenance, and/or preservation of water features within the golf course and within Kukui`ula used for recreational purposes;

(h) partnerships with local cultural, civic, and benevolent organizations, land preservation organizations, or local governments;

(i) preservation and maintenance of natural areas, or conservation areas, and sponsorship of educational programs and activities that contribute to the overall understanding, appreciation, and preservation of the natural environment at Kukui`ula;

(j) financial support for programs designed to assist in meeting the health, education, and housing needs of employees of organizations providing services to the Kukui`ula community; and

(k) other services, activities, and programs that advance The Club's mission.

The Club may contract with other entities, including the Declarant, to provide activities, services, programs, service and maintenance contracts, and the necessary facilities to accomplish the mission. Declarant's *The Lodge at Kukui`ula*, which will offer two types of room accommodations (the Plantation Villas and the Plantation Cottages), may but is not obligated to be, part of that program. The Club may also coordinate partnerships with local schools or corporate sponsors for the purpose of organizing or facilitating the above community-building endeavors.

In addition, it is the Declarant's intention that the Kukui`ula Community Association ("Association") and The Club shall cooperate to the maximum extent possible in the operation of Ku-

kui`ula and The Club. Each shall reasonably assist the other in upholding its duties and responsibilities within Kukui`ula. The Association and The Club will work together and cooperate in performing these complementary roles within Kukui`ula.

#### **2.4. Ownership of Water Features and Retention Basins**

To the extent not controlled or maintained by the Association, the Declarant or an affiliate of the Declarant shall convey to The Club any water features or any retention basins created by the Declarant that are designed and constructed to control surface or storm water discharges on the Club Property that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent environmental degradation and water pollution or otherwise affect the quantity or quality of water within Kukui`ula. In addition, prior to conveyance, the Declarant shall grant The Club the right to use the lakes and any captured stormwater for irrigation purposes within Kukui`ula.

#### **2.5. Easements for Water Feature Maintenance and Flood Water**

The Declarant reserves for itself and The Club the nonexclusive right and easement, but not the obligation, to enter upon any Club Property and any water features or retention basins located within Kukui`ula, if any, to (a) install, operate, maintain, and replace water treatment facilities and/or pumps for the treatment of water or to supply irrigation water to property within Kukui`ula; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard, as such standard is defined in the Community Charter for Kukui`ula. The Declarant and The Club shall have an access easement over and across any portion of Kukui`ula abutting or containing any wa-

ter feature or retention basin to the extent reasonably necessary to exercise their rights under this section.

The Declarant further reserves for itself and The Club a perpetual, nonexclusive right and easement of access and encroachment over the Club Property and Units (but not the dwellings thereon) adjacent to or within 100 feet of any water feature or retention basin within Kukui`ula, in order to (a) temporarily flood and back water upon and maintain water over such portions of Kukui`ula; (b) alter in any manner and generally maintain any water feature or retention basin within Kukui`ula; and (c) maintain and landscape the slopes and banks pertaining to such areas.

All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make the Declarant, The Club, or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural occurrences.

## **2.6. Declarant's Rights in The Club**

There is hereby reserved to the Declarant and granted to its duly authorized agents, representatives, successors, assigns, licensees, and mortgagees, which may include the Association, a perpetual, non-exclusive easement over the Club Property. This easement includes, but is not limited to, a right of ingress and egress over such property for constructing recreational facilities and roads and for tying in and installing utilities on such property. The Declarant also reserves for itself the non-exclusive right and power to grant and record specific easements as may be necessary, in the Declarant's sole discretion, in connection with the orderly development of the property.

In furtherance of the development of The Club and the development and sale of property in

Kukui`ula, as long as the Declarant or its affiliates own any property in Kukui`ula, the Declarant shall have the right to use the Club Property at no charge. The Declarant will have access for construction of the recreational facilities, roads and utilities, for marketing to potential purchasers, Plantation Members and Golf Members and for promotional events and tournaments as deemed appropriate in its discretion.

Such use may include, without limitation:

(a) the right to show the Club Property and extend playing golf and other guest privileges to the management personnel and other agents of the Declarant and its affiliates and other business associates, to purchasers and potential purchasers of property within Kukui`ula, and to Members of the immediate families of all of the foregoing;

(b) the right to utilize the name of The Club and pictures, images, symbols, trademarks, and trade names or other representations of The Club or the Club Property in brochures, advertisements, and other promotional materials; and

(c) the right to hold promotional and other special events, including tournaments, at The Club and, in the Declarant's sole discretion, to close portions of the Club Property to Members to accommodate such events or tournaments.

## **2.7. Transfer and Conveyance of Property by the Declarant**

At any time the Declarant or an affiliate of the Declarant owns any property described in Exhibit "A" ("Land Initially Submitted") or "B" ("Additional Property") attached to the Covenant, the Declarant and its designees may transfer or convey to The Club interests in real or personal property or assign The Club maintenance responsibility for improved or unimproved real estate located within Kukui`ula, personal property, and leasehold or other property interests, and The Club shall accept such transfers, conveyances, or assignments. Such property may consist of fee

simple title, easements, leases, licenses, or other real or personal property interests. In addition, the Declarant and its designees may transfer to The Club, and The Club shall accept, such personal property as the Declarant or its designees may choose to transfer to it.

The Club shall accept, maintain, operate, and manage such property as part of the Club Property subject to any covenants set forth in the deed or other instrument transferring the property to The Club. The Club also shall perform, as a Club Expense (as such term is defined in Section 5.1), such obligations and responsibilities with respect to such property as the Declarant may assign in writing. The Club may enter into leases, licenses, or operating agreements with respect to portions of the Club Property, for payment or no payment, as The Club deems appropriate. The Club may permit use of this property by persons other than Members and may charge use fees, in such amount as The Club may establish, provided that such use does not conflict with existing easements or other restrictions against use.

In recognition of the fact that the Declarant conveys real property to The Club at no cost to The Club, if conveyed in error or needed to make minor adjustments in property lines, the Declarant, for so long as it or its affiliate owns property described in Exhibit "A" or "B," may unilaterally amend this Covenant to withdraw property from its coverage and may require The Club to reconvey unimproved real property to the Declarant or to other persons.

The Declarant may also dedicate portions of the Club Property to the County of Kaua'i, Hawai'i, or to any other local, state, or federal governmental or quasi-governmental entity.

## Chapter 3

### Kukui`ula as a Special Place

*Kukui`ula is a community that respects and complements the beauty, unique attributes, and endearing qualities of the natural environment and the cultural and historical resources of the surrounding area. This respect is embodied in the design of the community, the services provided to the Members and the connections with the surrounding Kāua`i community.*

*The Club owns or has use rights in property for its specialized purposes of providing recreational, cultural, and life-enriching amenities and services to the Members and their guests. Whether these purposes are artistic, cultural, civic, or recreational, the property is to be used and maintained as in any quality community: with respect for the users and the greater culture of Hawai`i.*

*The Declarant and The Club are the entities responsible for creating and maintaining the recreational and leisure services of Kukui`ula; however, it is up to you and your neighbors to utilize and explore the options The Club provides. The Association also plays an important role in providing quality services and enforcement of the standards that guide Owners and others in their use of activities and maintain the property to the Community-Wide Standard. This document and the processes and powers it creates are intended to enhance your ability to fashion the services that you desire from The Club and to do so with minimal interference from outside sources. You can be as active or as inactive in that process as you desire, but ultimately you will have the community and club that you and your neighbors determine to be right for Kukui`ula. The Declarant wants it to be a special place and hopes that you do so as well.*

#### 3.1. Kukui`ula and The Club

The Declarant's proposed plan for development of Kukui`ula is described in the land use plan(s) for Kukui`ula approved by the County of Kāua`i, Hawai`i and/or the Land Use Commission of the State of Hawai`i, as it may be supplemented and amended (the "Master Plan"). The Declarant's Master Plan encompasses all of the property described in Exhibit "A," which shall be the initial phase of Kukui`ula, all or a portion of the property described in Exhibit "B" to the Covenant, and any additional property owned by the Declarant in the vicinity of Kukui`ula that may be made subject to this Covenant in the future by amendment or supplement, as provided in Section 3.2.

This Covenant shall run with the title to such property, binding not only the Declarant, its successors and assigns but also future owners of any portion of the property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter

has any legal, equitable, or beneficial interest in any portion of such property. This Covenant shall also be binding upon The Club.

#### 3.2. Expansion of Kukui`ula

Due to the need to pace development to the needs of Kukui`ula and the market demand for Units, Kukui`ula will be developed in phases. From time to time, the Declarant may submit to the terms of this Covenant all or any portion of the property described in Exhibit "B" by filing a recorded Supplement ("Supplement"), which describes the additional property to be submitted, and which may create easements over the property described in the Supplement or impose additional obligations on such property. The Declarant may record such a Supplement without the consent of any person except the owner of such property, if not the Declarant.

The Declarant's right to expand Kukui`ula by adding additional property expires when all property described in Exhibit "B" has been sub-

mitted to this Covenant or 30 years after this Covenant is recorded, whichever is earlier. Until then, the Declarant may transfer or assign this right to any person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Declarant.

Nothing in this Covenant shall require the Declarant or any successor to submit additional property to this Covenant or to develop any of the property described in Exhibit "B" in any manner whatsoever.

The Club may also submit additional property to this Covenant by recording a Supplement executed by or on behalf of The Club and the owner(s) of the property being submitted and by the Declarant, so long as the Declarant or its affiliate owns or has any right in the property described in Exhibit "A" or "B."

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Covenant shall be assigned voting rights in The Club, as set forth in the By-Laws of The Club at Kukui`ula ("By-Laws"), and assessment liability in accordance with the provisions of this Covenant.

### **3.3. Member's Participation in The Club**

The Club strives to provide the Members, their guests, and visitors with varied and exciting recreational and leisure opportunities and experiences. The success of The Club's operations hinges on providing amenities and services to its Members that are utilized and enjoyed. To facilitate this enjoyment, Owners' and users' opinions and input are essential.

The Club is charged with the responsibility of keeping apprised of the recreational, leisure, and

cultural desires of the Members. In order to facilitate an open exchange of ideas at Kukui`ula, The Club may collect community-related information such as Member opinions, interests, and attitudes by conducting interviews, disseminating questionnaires, mailings and emails, conducting phone interviews, or other forms of information gathering. To the extent possible, The Club will take Member opinions and interests into consideration when performing its duties and responsibilities. Costs associated with community-related opinion polling shall be itemized in The Club's budget.

### **3.4. Relationships with Other Non-profit Organizations**

The Club may create and/or enter into agreements or contracts with nonprofit organizations to provide additional recreational, cultural, leisure, and educational services and amenities or to gain some direct or indirect benefit for Kukui`ula and the surrounding community. Such organization(s) may perform a variety of services, functions and programs that benefit Kukui`ula and its surrounding community.

### **3.5. Facilities and Services Open to the Public**

The Club's golf facilities shall provide four daily tee times at *Kama`aina* rates at specified times for use by Kaua`i residents. Also, certain facilities and areas within Kukui`ula that The Club owns or for which it has responsibility and that are sized to accommodate such use may be made available for use and enjoyment of the public. Such facilities and areas may include, by way of example, trails and paths, and other outdoor spots conducive to gathering and interaction; ball fields; roads; sidewalks; farm land; and gardens. The Declarant may designate such facilities and areas as open to the public or to employees and their families at the time the Declarant makes such facilities and areas a part of the Club Property, or The Club's board of governors may do so thereafter.

The Declarant has specifically reserved the right to allow a limited number of persons and entities who are not owners to use the facilities of The Club at such times and upon payment of such fees, if any, as may be determined by the Declarant.

The only non-Kukui'ula property owners who will have access to **The Club, golf course and related golf amenities** are as follows:

- **Certain Koloa Estates residents** who signed an agreement and who elect to pay the Initiation Fees and assessments/greens fees and use the facilities on the same terms as other Plantation Members of The Club at the Plantation Member rates, but without the ability to purchase Golf Memberships. They are not Plantation Members and have no voting rights or say in the management of The Club. (All Club Facilities and Golf Facilities, as defined in The Club at Kukui'ula Membership Agreement at Plantation Member Rates)
- **The 31 Declarant Plantation Members** whose memberships were issued to non-owners by the Club. (All Club Facilities and Golf Facilities, as defined in The Club at Kukui'ula Membership Agreement, at the rates (if any) as determined by the Declarant)
- **The Lodge at Kukui'ula guests** (can play at any available time determined by the Declarant in accordance with The Club Rules and must pay greens/cart fees at The Lodge's Guest rate).
- **Four tee times per day reserved for Kaua'i legal residents** pursuant to the Kaua'i County zoning ordinance (can only play afternoon and must pay greens/cart fees at the *Kama'aina* rates set forth in The Club Rules).

- **Invited guests of Members** in accordance with the policies set forth in The Club documents (All Club and Golf Facilities at Guest Rates).
- **Invited guests of the Declarant** in accordance with the policies set forth in The Club documents, as determined by the Declarant.

NOTE: Tenants of leased property or renters of TVR's within Kukui'ula, who otherwise do not fall into one of the above categories, will have no use rights to The Club Facilities (including the golf course).

### 3.6. Concierge/Lifestyle Division

The Club shall have the authority, but not the obligation, to employ a person to act as a concierge and/or create a "Lifestyle Division" and maintain a licensed Activity Desk to provide services or activities, for the benefit of the Members, subject to the right of The Club to terminate such service in the discretion of The Club. The Club shall determine, in its discretion, the hours of availability and scope of services to be provided by the concierge and/or the Lifestyle Division and may adopt standards and regulations designed to ensure that the concierge and/or Lifestyle Division is available to provide such services to all Members who may wish to make use of this service. Members that desire additional services may make a request for additional services to The Club.

Expenses relating to the concierge may be Club Expenses assessed against all Members, and/or The Club may charge fees for particular services only to Members using such services.

## Chapter 4

### Memberships in The Club

*In recognition of the fact that the Association will have limited recreational facilities for common use of the Owners, the Declarant has provided a Plantation Membership in The Club for each Unit. Such membership authorizes the Member to use the designated recreational facilities and services within Kukui'ula as long as this Covenant is in effect. By purchasing in Kukui'ula, each Owner recognizes his or her obligation to pay for the maintenance and upkeep of the recreational amenities and for the provision of leisure activities. In order to provide the necessary funds to meet the needs of The Club, each Owner covenants to pay assessments for his or her Plantation Membership as The Club may establish from time to time in accordance with this Covenant. In addition to the use privileges afforded to Plantation Members, the privileges of priority access and use of the golf course facilities, to name a few, shall be limited to those Owners wishing to purchase additional golf membership privileges.*

#### 4.1. Membership Opportunities

The Declarant has established a membership program by which the Owners of each Unit within Kukui'ula, as defined in Section 1.5, are automatically granted a "Plantation Membership" in The Club, as defined in Section 4.2. In addition, each Owner and certain others, in the discretion of Declarant, may obtain additional rights and privileges to the golf course and golf facilities, which provide the purchaser greater access to and privileges of using the facilities and amenities associated with the golf course within Kukui'ula.

#### 4.2. Membership Categories

**(a) Plantation Membership.** "Plantation Membership" is a membership automatically issued to each Owner that entitles the Owner to use and enjoy all of the Club Property and services generally available for use by the Members, subject to The Club's rules. The Plantation Membership shall consist of the ability to:

- (i) use the food and beverage facilities operated by The Club on the Club Property;
- (ii) use the recreational facilities and amenities operated by The Club on the Club Property (including the usage of the golf course and golf facilities upon payment of all greens and cart fees as determined by The Club and in accordance with the rules of The Club regarding tee times, etc.);

(iii) participate in such social activities as The Club may sponsor and designate from time to time for Members; and

(iv) enjoy such additional privileges, if any, as The Club may specify.

There shall be one Plantation Membership in The Club appurtenant to each Unit. The Owner(s) of the Unit shall designate, in writing to The Club, an individual who shall be the Member with respect to that Unit and entitled to use of the Plantation Membership. The Member, except as provided in Section 4.2(c), must be an Owner of the Unit. Upon application to The Club, an individual who is either legally married to or establishes a legal residence in the same household with the designated Owner, or both, shall be granted membership privileges.

If the Owner is a corporation, partnership, trust, or other legal entity, the Member shall be a partner, an officer of the corporation, a beneficiary of the trust, or an owner of the entity that is the Owner of the Unit ("Entity Membership"). In the absence of such written designation, Club Assessments, as such term is defined in Section 5.2, shall nevertheless be against the Unit, but there shall be no rights to vote, if any, or to use the Club Amenities.

Additional Owners of the Unit, with a 25% or more ownership interest in the Unit or in a legal entity holding title to a Unit may purchase additional memberships if the purchase is approved by

the Declarant in its sole discretion and may include the payment of additional assessments and/or fees for the issuance of the multiple memberships. If additional memberships are granted, the Owner(s) shall submit to the Board annually those documents evidencing the 25% or greater ownership interest as stated herein.

All privileges of Plantation Membership shall be limited to operating hours and subject to payment of such charges for food and beverage service as The Club may establish. Such privileges shall also be subject to such membership policies and rules as The Club may establish and modify from time to time.

In addition, Plantation Members are entitled to:

- Certain limited unaccompanied guest privileges for the Member's parents, children over the age of 23, and grandchildren ("Ohana Members" or "Ohana Membership") when the Plantation Member is residing within its Unit in Kukui'ula or is on the Island of Kaua'i and additional accompanied and unaccompanied guest privileges for those guests designated by the Member, subject to such rules as The Club may adopt (including, but not limited to those more particularly set forth in Section 4.2 of The Club Rules), which may include safety rules that may be imposed for unaccompanied minors' use of certain Club Amenities
- Member rates for rental of The Club's facilities for meetings and special events
- Member rates for programs, lessons, spa treatments, and classes, which The Club may, but is not obligated to, offer from time to time
- Use of The Club's fitness center

- Member rates for golf course play (including greens and cart fees). Use of the food and beverage facilities on The Club Property
- Use of recreational facilities and amenities operated by The Club on The Club Property
- Participation in such social activities as The Club may sponsor and designate from time to time for Plantation Members, and
- Enjoyment of such additional privileges, if any, as The Club may specify

All privileges of Plantation Membership will be limited to operating hours and subject to payment of such charges for food and beverage service as The Club may establish. Such privileges will also be subject to such membership policies and rules as The Club may establish and modify from time to time.

All food, beverage, and other purchases charged to a Member's club account will be billed monthly and will be considered delinquent if not paid within 30 days after the date of the monthly statement.

The Club Operator of The Club may restrict or reserve the use of portions or all of the Club Facilities for special events or private parties during normal operating hours from time to time.

Nothing herein shall obligate The Club or the owner of any Club Property to offer or maintain food and beverage service nor shall anything herein dictate the level of service or hours of operation of any food and beverage service provided.

Full Club assessments will not occur until there is a completed and operational Clubhouse and golf course. The golf course and Clubhouse will be finished at substantially the same time, so there are currently no plans for any temporary

facilities with reduced assessment rates until such time as the permanent facility is in place. However, to the extent that the golf course is possibly completed in advance of the permanent Clubhouse (or vice versa), 50% of the regular monthly Club assessments will be due and the remaining 50% balance of the regular monthly Club assessments will be due when the Clubhouse (or golf course, as applicable) is completed.

Plantation Members are required to surrender their Plantation Memberships when they are no longer property owners within Kukui'ula.

**(b) Golf Membership.** In addition to the rights and privileges granted to Plantation Members as set forth in Section 4.2(a), any Member that owns a Unit within Kukui'ula may apply to purchase additional and limited golf privileges ("**Golf Membership**"). Upon approval, a Golf Membership entitles the Member to enjoy all of the privileges of Plantation Membership along with the additional right of priority tee times through advance reservation privileges (with priority over Plantation Members who have not purchased a Golf Membership) and without the payment of green fees (but with the payment of cart fees), as more fully specified in The Club's rules and membership plan. The Ohana Member of a Golf Member shall only be entitled to play golf under the same terms and rates as a Plantation Member.

So long as The Club only provides 18 holes of golf, Golf Memberships will be limited to 350 purchasers, not including those individuals granted use rights under Section 4.4.

Use of The Club's golf facilities is limited to The Club's operating hours and is subject to availability, The Club's rules, and, payment of such charges as The Club may establish from time to time.

Golf Members surrender their Golf Membership when they are no longer property owners within Kukui'ula. Upon a written request to The

Club, following a Golf Member's closing of the sale of Kukui'ula property, reimbursement will be paid at 100% of the Initiation Fee the Golf Member originally paid.

Golf Members may voluntarily surrender their Golf Membership when they are still property owners within Kukui'ula. Following surrender of a Golf Membership under this situation, reimbursement will be paid at 100% of the Initiation Fee the Golf Member originally paid and is made when the fourth Golf Membership following termination is purchased from The Club by a new or existing Owner of Kukui'ula property. Until such time as this occurs, a Golf Member owning property within Kukui'ula will continue to have full golf privileges and payment obligations for assessments and use fees as a Golf Member.

Golf Memberships will only be issued to Kukui'ula property owners. However, as provided in the governing documents, the Declarant has the right to offer golf privileges and Club use rights to non-Kukui'ula property owners without classifying them as a Plantation Member or Golf Member with such use privileges and fee requirements or waivers as the Developer shall determine in its sole discretion.

**(c) Ohana Memberships.** Each Plantation Membership will grant Ohana Members (defined above) the same use privileges of the Plantation Membership without the Plantation Member present at The Club, so long as the Plantation Member is either residing in its Unit within Kukui'ula or on the Island of Kaua'i.

However, The Club reserves the right to restrict unaccompanied/unsupervised Ohana Members at the Clubhouse and other designated Club Facilities for certain activities in its sole discretion. In addition, a *Member's parents and children over 23 years of age* shall be granted certain limited use privileges without the Plantation Member in residence within Kukui'ula or on the Island of Kaua'i, as provided in The Club Rules.

An Ohana Member may not independently invite additional guests (including other family members) who are not otherwise directly a guest of the Member pursuant to the specific terms set forth in The Club Rules.

**(d) Accompanied Guests of Members Privileges.** Subject to the following limitations, Members may sponsor an unlimited number of accompanied guests, subject to availability at the time reservations are requested for the activities requested and other restrictions and guest fees for certain activities as the Club Operator of The Club may establish from time to time. However, no particular individual who is not otherwise an Ohana Member as defined above may use the Club Facilities as a guest more than seven consecutive days in any 24-month period, whether sponsored by one or more Members. All guests must be accompanied by the sponsoring Member when using the Club Facilities, except in compliance with the "Unaccompanied Guest" rules set forth in the Club Rules.

**(e) Unaccompanied Guest Privileges.** With advance notice to and approval by The Club, each Member shall be permitted to sponsor only one unaccompanied guest (who is not an Ohana member) in a 24-month period, and each such guest shall receive use privileges during the sponsored stay comparable to Plantation Membership use privileges. That particular guest may not use The Club Facilities for more than one consecutive seven-day visit in a twenty-four month period, as provided in the Club Rules.

All guest fees and charges incurred by a guest will be charged to the sponsoring Member's Club account and the Member will be responsible for timely payment thereof.

**(f) Declarant's Plantation Memberships.** In addition to the Plantation Memberships granted pursuant to Section 4.2(a), The Club shall issue up to 31 Plantation Memberships to such individuals as the Declarant may designate from time to time ("Declarant Plantation

Member"). The Declarant's Plantation Membership shall be for the individual or person so designated, and each person shall have the membership for so long as The Club is in operation; however, each Declarant Plantation Member shall have the one-time right to assign such membership rights without regard to ownership of a Unit within Kukui'ula and without approval of The Club. Such assignment rights may be further limited by Declarant, as it shall determine in its sole discretion and as set forth in a separate writing between the Declarant Plantation Member and the Declarant.

The Declarant's Plantation Memberships may be issued with such use privileges as the Declarant shall determine in its sole discretion and may be issued without regard to the limitation on the number of Plantation Memberships established pursuant to the By-Laws. In the Declarant's sole discretion, some or all of the Declarant's Plantation Memberships may not be required to pay Club Assessments, as described in Section 5.2 or any greens fees for their use of the "Kukui'ula Golf Course"; however, all Declarant Plantation Members shall be required to pay for all charges for purchases or services they obtain from The Club. Further, Declarant Plantation Members shall not be subject to the Initiation Fee (and may or may not be subject to assessments) to The Club. Further, such Declarant Plantation Member will have no voting rights in The Club, required ownership of a Unit in the Kukui'ula or be granted the ability to obtain a Golf Membership.

#### **4.3. Term of Plantation Membership; Covenant to Maintain**

The Owner(s) of each Unit shall maintain any and all Plantation Memberships issued pursuant to Section 4.2 in good standing as long as they hold title to the Unit. Such Plantation Membership shall automatically terminate when such person ceases to be the Owner of record title to the Unit; however, a former Member shall remain obligated for all charges incurred on account of

such membership prior to such termination. Upon transfer of title to a Unit and termination of the Plantation Membership held by the previous Owner, The Club shall issue a new Plantation Membership to the new Owner(s).

#### **4.4. Provision of Services to Third Parties**

In addition to the memberships granted herein, the Declarant specifically reserves the right to allow persons and entities who are not Members to use the facilities of The Club at such times and upon the payment of such fees, if any, as may be determined by the Declarant (such usage may include, without limitation, use by the general public, use by employees, use by affiliates of the Declarant and its employees, and ongoing usage by persons in conjunction with legitimate business or other purposes of the Declarant).

In addition, The Club has entered into, and may enter into, agreements with third parties to provide such services or facilities in exchange for financial or other consideration. Pursuant to the terms of agreements between the Declarant and certain owners within the development known as "Koloa Estates," the Declarant intends to make available the facilities and services of The Club to those Koloa Estates owners who have executed the agreements or who have received an assignment from such owners and who elect to pay all necessary assessments and fees in accordance with this Covenant.

Koloa Estates Community Association may subsequently annex an area known as Parcel "Q" within the Kukui'ula Master Plan, which would then be subject to Koloa Estates' governing documents, rules and regulations, and design guidelines and would not be subject to the future annexation as provided in the Kukui'ula governing documents. Those purchasers buying Units in Parcel Q from Declarant will have the same option to obtain similar usage rights to The Club as those certain original owners in Koloa Estates who executed the above-described agreement.

To obtain these usage rights, each purchaser of Parcel Q Units must additionally elect (at the time of closing of his or her lot) to pay the Initiation Fees and assessments/greens fees and use the facilities on the same terms as other Plantation Members of The Club, but without the ability to purchase Golf Memberships. These individuals are not Plantation Members and have no voting rights or voice in the management of The Club.

Persons granted use rights under this section shall not have the ability to purchase Golf Memberships pursuant to Section 4.2(b).

## Chapter 5

### Finances and Obligations

#### 5.1. Club Expenses

(a) *Club Expenses.* Except as the Covenant otherwise specifically provides, all of the expenses that The Club incurs, or expects to incur, to facilitate or provide activities, services, and programs; to operate, maintain, and insure the Club Property; to provide access and use to the Association-maintained property; to conduct marketing events; and to perform other activities as authorized in this Covenant are considered "**Club Expenses.**" Club Expenses include such operating reserves and reserves for repair and replacement of capital items within the Club Property as The Club's board of governors finds necessary or appropriate.

The characterization of a particular expense as a "Club Expense" shall not preclude The Club from seeking reimbursement for, or a contribution toward, such expenses from other persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Covenant, any supplemental covenant, or any other recorded covenants or agreements.

(b) *Golf Membership Fee.* The fees charged for the purchase of a Golf Membership shall be established, and may be increased or decreased from time to time, by the Declarant until 100% of the Units within Kukui`ula as set forth on the recorded Master Plan for Kukui`ula have been conveyed to the Owners (hereinafter the "**Declarant Control Period**"). Thereafter, The Club's board of governors shall establish the fee.

(c) *Special Assessments.* There will be no assessments to cover Club Expenses that are non-routine, unanticipated, or in excess of those anticipated in the applicable budget ("**Special Assessments**") against Members prior to the ter-

mination of the Declarant Control Period, except for Special Assessments necessary for emergency situations. For purposes of this section, an emergency situation is any extraordinary expense:

- (i) required by a court order;
- (ii) necessary to repair Club Property or any part of it for which The Club is responsible where a threat to personal safety is discovered; or
- (iii) necessary to repair, maintain, or insure the Club Property or any part of it which The Club is responsible that could not have been reasonably foreseen by The Club's board of governors in preparing and distributing the budget pursuant to Section 5.2.

After the termination of the Declarant Control Period, The Club's board of governors shall be authorized to levy Special Assessments, in addition to assessments, against each Member to cover any operating deficits that occur after the termination of the Declarant Control Period and to fund capital improvements to the Club Property. Any Special Assessment shall require the approval of Members representing at least 50% of the total votes in The Club.

Special Assessments for capital improvements shall be allocated equally among the Members. Any Special Assessment to cover operating deficits shall be prorated among the Members during the year in which the deficit occurs. *The term "capital improvements" in this section specifically does not include initial construction or expansion of Club Property by the Declarant, which construction cost shall be borne solely by the Declarant.*

No Special Assessments shall be charged for unsold memberships held by The Club or reserved by the Declarant.

(d) *Other Charges.* The Club may establish club accounts for Members and designees and permit or require all purchases and charges to be charged to such club account. The Club may establish such policies and procedures for establishing, maintaining, and satisfying club accounts as it deems appropriate.

## 5.2. Budget

At least 60 days before the beginning of each fiscal year, The Club shall prepare a budget of the estimated Club Expenses necessary for the coming year.

The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, and any income anticipated to be generated through means authorized by this Covenant (e.g., assessments and any daily use or guest fees charged by The Club.) Such Club Expenses may specifically include, but need not be limited to:

(a) the costs of utility service (including water, sewer, electricity, natural gas, and cable or similar television) provided to such facilities;

(b) the costs of janitorial service, maintenance, and repair; property and liability insurance; and similar ongoing expenditures related to The Club's facilities;

(c) the costs of maintaining, repairing and replacing the buildings, fixtures, furnishings, equipment, and systems located within or that serve such facilities, which may include a reasonable contribution to a reserve fund for repair and replacement of such items;

(d) that portion of the costs that The Club incurs in sponsoring activities in which the Members are invited to participate pursuant to Section 2.3(c); and

(e) administrative and overhead costs related to such facilities, services, and programs or

membership administration generally, including labor and payroll expenses.

The total budgeted Club Expenses, less any surplus in the Club Expense budget from prior years and any income anticipated from sources other than assessments against the Units, shall be allocated among all Members subject to assessment under Section 5.4 as a "**Club Assessment**" and will vary according to the category of membership held by such Member. Unless The Club indicates otherwise, Club Assessments are due annually but are payable monthly. The Club shall provide a copy of such budget to each Member at least 45 days prior to the effective date of such budget, along with notice of the amount of the assessments payable for each Member for such budget year.

No Club Assessments shall be charged for any unsold memberships held by The Club or reserved by the Declarant.

## 5.3. Initiation Fees

(a) *Authority.* A primary source of funding special initiatives of The Club with criteria established by the Declarant shall be a fee levied upon certain real property transfers for the benefit of The Club and other designated persons (the "**Initiation Fee**"), which shall be collected upon each non-exempt transfer of a Unit.

The fee shall be charged to the purchaser or transferee of the Unit, shall be payable at the closing of the transfer of title, and shall be secured by a lien in favor of The Club as provided in Section 5.10.

(b) *Amount of Fee.* The Club has the sole discretion to determine the amount and method of calculating the Initiation Fee. The Initiation Fee charged to the Owners of each Unit shall be established by the Board of Governors annually.

(c) *Purpose of Fee.* All Initiation Fees shall be used exclusively for purposes consistent with The Club's mission and with the purposes for

which The Club was created. In addition, the Initiation Fees, collected on an annual basis, shall be used for the provision, sponsorship, or contribution to organizations for funding of programs in the following manner and amount directed by the Board of Governors from time to time for the following purposes:

(i) to provide community-wide programs and events benefiting Kaua'i residents;

(ii) to supplement housing costs for housing for the Association's and The Club's employees and the provision of social, educational, health, and wellness programs and activities for the employees of The Club and their children;

(iii) to market and promote The Club's services and its facilities and to inform the Members of the Club's activities, which amounts used for this purpose shall be up to 10% of the Initiation Fee as stated herein;

(iv) to promote artistic and cultural awareness of Hawai'i among the Members;

(v) to promote and sponsor charitable and philanthropic organizations on Kaua'i; and

(vi) to meet other identified needs of The Club in the discretion of the Board of Governor's.

For a period of 30 years after this Covenant is recorded, Section 5.3(c) may not be amended and funds may not be diverted without the Declarant's consent; thereafter, this provision may only be amended by the unanimous approval of the Board of Governors.

**(d) Exempt Transfers.** No Initiation Fee shall be levied upon transfer of title to property:

(i) to or from the Declarant or a Declarant Affiliate, including any purchase or transfer to a Builder;

(ii) to a family trust or a family limited partnership controlled by the grantor, or to the Owner's estate, surviving spouse, or child upon the death of the Owner;

(iii) to an entity wholly owned by the grantor, provided that upon any subsequent transfer of an ownership interest in such entity, the Initiation Fee shall become due;

(iv) to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage; or

(v) to an Owner purchasing a replacement or any other Unit, than he or she currently owns, within Kuku'i'ula.

In addition, the Declarant and/or The Club may grant exemptions for transfers to certain persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such persons own property subject to this Covenant for purposes listed in Section 501(c).

#### **5.4. Authority to Assess Owners; Time of Payment**

The Declarant hereby establishes and The Club is hereby authorized to levy assessments as provided for in this Chapter. Except as otherwise provided herein or in a Supplement, the obligation to pay assessments to The Club shall commence as to each Member on the first day of the month following: (a) the month in which the Member takes title to a Unit made subject to this Covenant; or (b) the month in which The Club first determines a budget and levies assessments pursuant to this Chapter, whichever is later. The first annual Club Assessment levied against each Member shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Club Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of as-

assessments at closing of the transfer of title to a Unit and may impose special requirements for Members with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Club Assessment shall be due and payable in advance on the first day of each fiscal year. If any Member is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately and that interest be paid on the delinquent sums, together with all costs of collection.

### 5.5. Obligation for Club Assessments

By accepting a deed or entering into a contract to purchase any Unit, each Member covenants and agrees to pay the Club Assessments and minimum usage fees in such amount as The Club shall specify from time to time as authorized in this Covenant. Each Owner, by accepting title to a Unit, covenants and agrees to pay The Club annual dues, which shall not exceed One Thousand and No/100 Dollars (\$1,000.00) per Plantation Membership during the calendar year 2006; thereafter, such dues shall not exceed *the greater of*:

(a) the maximum dues authorized hereunder for the immediately preceding calendar year multiplied by 120%; or

(b) that share of the Club Expenses estimated expenses allocable to each Member pursuant to Section 5.1. All such assessments, together with interest (computed from its due date at a maximum rate of 18% per annum or such higher rate as The Club may establish, subject to the limitations of Hawai'i law), late charges, costs, and reasonable attorneys fees, shall be the personal obligation of the owner of the Unit and a lien upon each Unit until paid in full.

The Club's failure to establish assessments or rates or to deliver or mail each Member an assessment notice shall not be deemed a waiver,

modification, or a release of any Member from the obligation to pay assessments. In such event, each Member shall continue to pay Club Assessments at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time The Club may retroactively assess any shortfall.

No Member subject to the Club Assessments and/or the Initiation Fee or any other charges authorized under this Covenant may exempt himself or herself from liability for payment by non-use of the Club Property, abandonment of his or her Unit, or non-use of services provided by The Club. The obligation to pay is a separate and independent covenant, and payments may not be reduced or set-off due to an alleged failure of The Club to take some action or perform a certain function or from acting in a certain manner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of The Club to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

### 5.6. Statement of Account

Upon written request of a Member or prospective purchaser of, or the holder or prospective holder of a mortgage on, any Unit, delivered personally or sent by certified mail, first-class postage prepaid, return receipt requested to The Club's registered agent or designee, The Club shall issue a written statement setting forth the amount of any unpaid Initiation Fee, Club Assessment, or other authorized charge and the amount of any Initiation Fee due upon a transfer of title to the Unit that occurs within 30 days of the date of such statement. Such statement shall be delivered personally or by certified mail, first-class postage prepaid, return receipt requested.

The Club may require the payment of a reasonable processing fee for issuance of such statement. Such statement shall be binding upon The Club as to persons who rely on the statement in

good faith. If a written request for a statement of account is not processed within 14 days after The Club's receipt of the request, all amounts that became due before the date of such request shall be subordinate to the lien of any institutional holder of a first mortgage on the Unit that acquired its interest after requesting such statement.

### **5.7. Reserves**

The estimated expenses in each budget shall include, in addition to any operating reserves, contributions to a reserve fund and/or a general "emergency fund" for repair and replacement of any capital items to be maintained as a Club Expense. The Club's budget may include contributions for capital and operating reserves. Such contributions shall take into account the number and nature of replaceable assets within the Club Property, the expected life of each asset, and the expected repair or replacement cost.

### **5.8. Use and Consumption Fees**

The Club may charge use and consumption fees to any person who uses its services or facilities, including Members who participate in such activities as regular fitness classes and other scheduled activities. The Club shall have the sole discretion to establish the amount and method of determining use or consumption fees. The Club may charge lower use and consumption fees to Members than to guests or visitors, and it may also elect to charge use and consumption fees only to guests or visitors.

The Club may sue for unpaid fees, assessments, and other charges authorized in this Covenant without foreclosing or waiving the lien securing the amount due as provided in Section 5.10.

### **5.9. Additional Funding**

The Club may establish or cooperate with a land trust or preservation organization organized for the protection and preservation of the envi-

ronment, natural resources, and historical site surrounding or within Kukui'ula. The Club may solicit and collect charitable donations from the public, stakeholders, or corporate sponsors to fund the trusts and their missions, and may also seek to qualify for local, state, or federal grants.

### **5.10. Lien for Club Assessments**

Subject to any limitations imposed by Hawai'i law, the Club shall have a lien against each Unit to secure payment of assessments, as well as interest, late charges (subject to the limitations of Hawai'i law), and costs of collection (including attorneys fees, lien fees, and administrative costs) when such amounts are not paid in the time, amount, or manner required. Such lien shall be superior to all other liens, except: (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; (b) any lien of the Association; and (c) the lien or charge of any recorded first mortgage (meaning a first mortgage with first priority over other mortgages) made in good faith and for value, and those deemed by Hawai'i law to be superior.

Although no further action is required to create or perfect the lien, The Club may, as further evidence and notice of the lien, execute and record a document setting forth as to any Unit the amount of the delinquent sums due The Club at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of The Club to execute and record any such document shall not affect the validity, enforceability, or priority of the lien.

The Club may provide notice of the foreclosure; conduct the sale and bid for the Unit at the foreclosure sale; and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by The Club following foreclosure: (a) no right to vote, if applicable, shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged

such Unit had it not been acquired by The Club. The Club may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same in addition to pursuing any and all remedies allowed by law to enforce the lien.

Sale or transfer of any Unit shall not affect the recorded lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first mortgage shall extinguish the lien as to any assessments due prior to the mortgagee's foreclosure. Such unpaid assessments shall be deemed to be Club Expenses collectible from all Members subject to assessment under Section 5.4, their successors and assigns.

#### **5.11. Declarant's Units Excluded**

The granting of a Plantation Membership and the obligation for assessments pursuant to this Covenant shall not apply to any Unit owned by the Declarant and/or an affiliate of the Declarant, as designated by the Declarant.

#### **5.12. Recordkeeping; Audit**

The Club shall cause to be maintained full and accurate books of account with respect to the expenses described in Section 5.2. Such books and records shall be made available for inspection and copying by the owners and mortgagees of Units upon reasonable request during normal business hours. The requesting party shall pay all copying charges for requested copies. If any Member desires to have the records audited, it may do so at its expense and The Club shall cooperate by making available to the auditors the records, including all supporting material (*e.g.*, check copies, invoices, etc.), for the year in question.

If the amount of actual expenses for the year is disputed after the audit, the parties shall cause a second audit to be performed by a mutually acceptable auditor, and the decision of the second

auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by The Club by 5% or more, The Club shall pay the entire cost of the second auditor. If the amount as determined by the second auditor varies from the amount asserted by The Club by 2% or less, the party requesting the original audit shall pay the entire cost of the second auditor. Otherwise, the parties shall share equally the cost of the second auditor. Variances shall be taken into account in the following year's budget as provided in Section 5.2.

#### **5.13. Assessments of the Association**

During the Declarant Control Period as set forth in the By-Laws, the Declarant may require that the Association shall be responsible for the collection of the Club Assessments and any other fees, as defined in the Covenant, charged by The Club on account of the Member's membership in The Club, as more particularly described in this Covenant.

After the Declarant Control Period and at any time during the Declarant Control Period that the Declarant, as the owner and operator of The Club, or its successors or assigns sets forth in a written notice to The Club, Members shall pay all such dues directly to The Club.

## **Chapter 6**

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### **Miscellaneous Provisions**

#### **6.1. Amendments to this Covenant**

The Declarant may amend this Covenant unilaterally for any purpose during the Declarant Control Period and, for so long as the Declarant has authority under the By-Laws, the Declarant may unilaterally terminate this Covenant and dissolve The Club.

For a period of 30 years after this Covenant is recorded, if the Declarant or an affiliate of Declarant owns any property described in Exhibit "A" or "B" to this Covenant, the Declarant may unilaterally amend this Covenant for any other purpose, provided such amendment has no material adverse effect upon any right, privilege, or protection specifically granted to more than 2% of Members hereunder without the consent of the affected Member(s).

The Declarant may, at any time and from time to time, unilaterally amend this Covenant to withdraw from its coverage property described on Exhibits "A" or "B" to this Covenant to substitute a different parcel or parcels of property for that previously described on Exhibit "B," or to include additional property on Exhibits "A" or "B," with the consent of the owner, if the owner is not the Declarant. Otherwise, this Covenant may be amended only by an instrument signed by the Declarant, The Club, and by a majority of the Members. So long as the Declarant owns any portion of the property subject to the Covenant or has an option unilaterally to submit additional property to the Covenant in accordance with its terms, any amendment to this Covenant shall also require the Declarant's written consent.

Amendments to this Covenant are effective upon recordation unless a later effective date is specified in the Amendment. Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a

change of conditions or circumstances operate to amend any provision of this Covenant.

#### **6.2. The Covenant's Duration**

(a) Unless terminated in the manner as provided in this section, this Covenant shall have perpetual duration. If Hawai'i law limits the period during which covenants may run with the land, then to the extent consistent with such law, this Covenant shall automatically be extended at the expiration of such period for successive 10-year periods, unless terminated as provided below. Notwithstanding the above, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Hawai'i law restricting the period of time that covenants on the land may be enforced, such provision shall expire 90 years after the filing of the Covenant.

(b) Unless otherwise required by Hawai'i law, this Covenant may not be terminated except by a recorded instrument approved by The Club's board of governors; provided, the Declarant's consent also is required for so long as the Declarant or an affiliate of Declarant owns property described in Exhibit "A" or "B." Any such instrument shall set forth the intent to terminate this Covenant.

#### **6.3. Notice**

(a) Except as otherwise provided or authorized in this Covenant or the By-Laws or by law, all notices, demands, bills, statements, or other communications under this Covenant or the By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission.

Notices shall be delivered or sent to the intended recipient as follows:

- (i) if to the Declarant:  
P.O. Box 280  
Koloa, HI, 96756
- (ii) if to The Club:  
P.O. Box 280  
Koloa, HI, 96756
- (iii) if to a Member, at the address of the Unit or to the last address on file with The Club.

(b) Notice sent in accordance with this section shall be deemed to have been duly given and effective at the earliest of the following:

- (i) when received;
- (ii) if sent by United States mail, five days after its deposit with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;
- (iii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or
- (iv) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

#### **6.4. Construction; Severability**

This Covenant shall be governed by and construed under Hawai'i law. Invalidation of any provision of this Covenant, in whole or in part, by judgment or court order shall not affect other provisions.

#### **6.5. Waiver**

No failure of the Declarant, The Club, or any Member to exercise any right or power under this Covenant or to insist upon strict compliance with this Covenant and no custom or practice at variance with the terms of this Covenant shall constitute a waiver of the right thereafter to demand exact compliance with the terms of this Covenant.

#### **6.6. Dissolution of The Club**

The Club does not contemplate distribution of gains, profits, or dividends to any of its Members. However, after termination of the Declarant Control Period, upon any dissolution or winding up of The Club, after payment of all its debts and obligations or after adequate provision for payment has been made, the remaining assets of The Club, if any, will be distributed among the Members in accordance with the By-Laws, subject to applicable law and court rulings. However, if The Club has elected to be tax-exempt and has received all applicable rulings or determinations from governmental agencies required for establishing such tax-exempt status, any such distribution shall be made only to the extent that it does not adversely affect the tax-exempt status of The Club.

#### **6.7. Captions**

The captions of each Chapter and Section hereof, as to the contents of each Chapter and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Chapter or Section to which they refer.

#### **6.8. Conflicts**

If there are conflicts between any provision of this Covenant and Hawai'i or federal law, Hawai'i or federal law shall control, as applicable. If there are conflicts between or among this

Covenant, the Articles, and the By-Laws then this Covenant, the Articles, and the By-Laws (in that order) shall control.

In the event of a conflict between the Community Charter for Kukui'ula and this Covenant with respect to The Club's rights and responsibilities, this Covenant shall control.

If any court determines that any provision of this Covenant is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

#### **6.9. Adjacent Agricultural Uses**

Each Member acknowledges that portions of property adjacent to The Club may be utilized for agricultural uses. An easement is hereby reserved over the Club Property (whether developed or undeveloped) for the benefit of the Declarant, its designees, authorized agents, successors and assigns and Kukui'ula Development Company, LLC, a Hawai'i limited liability company, the grantor of the property to the Declarant, its designees, authorized agents, successors, and assigns for agricultural use and related activities conducted by the Declarant or Kukui'ula Development Company, LLC or their designees, authorized agents, successors, and assigns.

Such easement 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 this section. Each Member further acknowledges that neither The Club nor the Declarant shall be held liable for any nuisance, per-

sonal injury, illness, or any other loss or damage that is caused by the presence and operation of agricultural uses within Kukui'ula.

#### **6.10. Use of Reclaimed Water for Irrigation Purposes**

Each Member acknowledges that the development and operation of The Club include the right, but not the obligation, to use recycled or reclaimed water to irrigate the Club Property. Reclaimed water may be utilized for irrigation purposes, and The Club and the Declarant reserves the right to designate the areas of application of such water in its sole discretion.

#### **6.11. Agreement to Encourage Resolution of Disputes Without Litigation**

(a) Each Member agrees that it is in the best interest of all concerned to encourage the amicable resolution of disputes against The Club without the related time, efforts, and financial costs of litigation. Accordingly, each Member agrees not to file suit in any court with respect to any claim, grievance, or dispute against The Club arising out of or relating to; (i) the interpretation, application, or enforcement of this Covenant or the By-Laws; or (ii) the rights, obligations, and duties of any Member or The Club under this Covenant or the By-Laws, unless and until it has first submitted such claim to the alternative dispute resolution procedures set forth in Section 6.11(b) in a good faith effort to resolve such claim. Notwithstanding the above, this provision with respect to arbitration shall specifically not apply to disputes between The Club and its Members related to a Member's payment of its Club Assessments and disciplinary actions by The Club against a Member.

(b) Each Member shall give The Club written notice by mail or personal delivery to The Club, stating plainly and concisely: (i) the nature of the claim; (ii) the legal basis of the claim (*i.e.*, the specific authority out of which the claim arises); (iii) the Member's proposed resolution or

remedy; and (iv) the Member's desire to meet with The Club to discuss, in good faith, ways to resolve the claim.

(c) The Member and The Club shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. If requested in writing, accompanied by a copy of the notice, The Club may appoint a representative to assist the parties in negotiating a resolution of the claim.

(d) If the parties have not resolved the claim through negotiation within 30 days of the date of the notice (or within such other agreed upon period), the Member shall have 30 additional days to submit the claim to mediation with an entity designated by The Club or to an independent agency providing dispute resolution services in the Kaua'i area. Both parties shall present the mediator with a written summary of the claim.

If the Member does not submit the claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Member shall be deemed to have waived the claim, and The Club shall be relieved of any and all liability to the Member (but not third parties) on account of such claim. If the parties do not settle the claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Member shall thereafter be entitled to file suit or to initiate administrative proceedings on the claim, as appropriate.

Each party shall bear its own costs of the mediation, including attorneys fees, and each party shall pay an equal share of the mediator's fees.

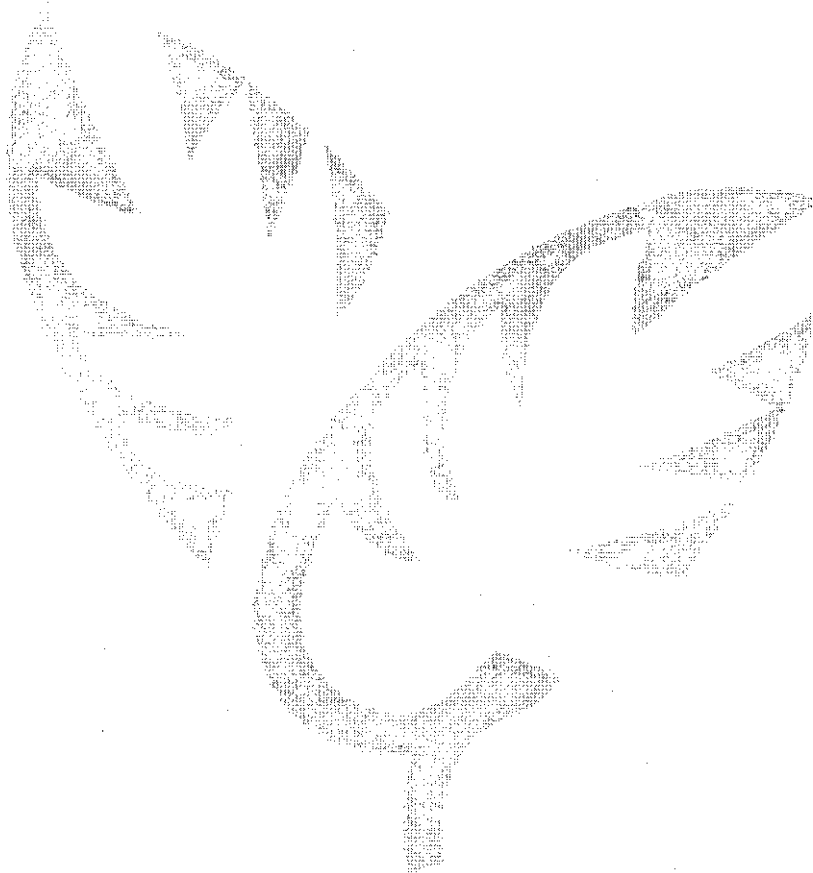
(e) Any settlement of the claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party

thereafter fails to abide by the terms of such agreement, including any confidentiality requirement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys fees and court costs.



**EXHIBIT "A"**

**Land Initially Submitted**



KUKUI'ULA LARGE LOT SUBDIVISION, III

LOT 2

Being a portion of Lot A of the Kukui'ula Large Lot Subdivision, II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the Southwest corner of this parcel of land, being also the Southeast corner of Lot 1 of Kukui'ula Large Lot Subdivision, III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 8,050.38 feet South and 16,435.88 feet East and running by azimuths measured clockwise from true South.

1. 204° 07' 30" 21.46 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
2. 218° 33' 30" 133.07 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
3. 204° 25' 30" 799.09 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
4. 196° 36' 00" 57.42 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
5. 177° 05' 00" 96.94 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
6. 175° 05' 00" 474.16 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
7. 171° 45' 30" 98.79 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
8. 148° 07' 00" 407.97 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 1 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 175.00 feet the chord azimuth and distance being:

9. 130° 06' 42" 108.18 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

10. 181° 30' 00" 476.76 feet along Lot 1 of Kukui'ula Large Lot Subdivision, III;
11. 271° 30' 00" 626.77 feet along remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
12. 218° 39' 00" 45.31 feet along remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
- Thence along remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the right with a radius of 300.00 feet the chord azimuth and distance being:
13. 244° 46' 30" 264.20 feet;
14. 270° 54' 00" 235.64 feet along remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
15. 349° 36' 00" 73.57 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 298.00 feet the chord azimuth and distance being:
16. 16° 24' 00" 531.98 feet;
17. 313° 12' 00" 296.30 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 578.00 feet the chord azimuth and distance being:
18. 308° 15' 00" 99.75 feet;
19. 303° 18' 00" 248.20 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;



Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 522.00 feet the chord azimuth and distance being:

20. 315° 01' 15" 212.08 feet;

21. 326° 44' 30" 111.58 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 478.00 feet the chord azimuth and distance being:

22. 314° 04' 45" 209.56 feet;

23. 301° 25' 00" 89.72 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 222.00 feet the chord azimuth and distance being:

24. 351° 43' 30" 341.65 feet;

25. 42° 02' 00" 180.02 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 153.00 feet the chord azimuth and distance being:

26. 4° 32' 30" 186.25 feet;

27. 327° 03' 00" 30.11 feet along Lot 3 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 3 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 20.00 feet the chord azimuth and distance being:

28. 282° 03' 00" 28.28 feet;



29. 57° 03' 00" 84.00 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 270.00 feet the chord azimuth and distance being:

30. 70° 28' 00" 125.30 feet;

31. 83° 53' 00" 233.56 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 680.00 feet, the chord azimuth and distance being:

32. 71° 28' 00" 227.92 feet;

33. 59° 03' 00" 164.22 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 395.00 feet the chord azimuth and distance being:

34. 70° 33' 00" 157.50 feet;

35. 82° 03' 00" 252.86 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

36. 70° 59' 30" 260.86 feet;

37. 59° 56' 00" 140.02 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 375.00 feet the chord azimuth and distance being:

38. 87° 01' 45" 341.61 feet;



39. 114° 07' 30" 107.25 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III to the point of beginning and containing an area of 73.446 acres.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

*Erik S. Kaneshiro* 8/30/05

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
August 30, 2005

TMK: (4) 2-6-015:1 (Portion)

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KUKUI'ULA LARGE LOT SUBDIVISION, PHASE III

LOT 12

Being a portion of Lot A, Kukui'ula Large Lot Subdivision III, being also portions of Royal Patent 6714, L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi No. M. Kekuanaoa and Royal Patent 1936, L.C. Aw. 387 to A.B.C.F.M.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the South corner of this parcel of land being the West corner of Lot 11 of Kukui'ula Large Lot Subdivision III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 9,778.54 feet South and 18,075.78 feet East, and running by azimuths measured clockwise from true South:

1. 114° 51' 00" 233.31 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
2. 97° 31' 00" 614.27 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
3. 90° 15' 00" 221.54 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
4. 142° 57' 00" 199.76 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
5. 232° 47' 30" 76.92 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
6. 210° 09' 30" 535.47 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
7. 197° 03' 00" 50.36 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 75.00 feet the chord azimuth and distance being:



8. 238° 51' 30" 100.00 feet;
9. 280° 40' 00" 99.72 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
10. 330° 25' 00" 26.93 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 172.00 feet the chord azimuth and distance being:

11. 263° 12' 30" 133.26 feet;
12. 286° 00' 00" 139.33 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 242.00 feet the chord azimuth and distance being:

13. 296° 15' 07" 86.14 feet;
14. 306° 30' 14" 51.36 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 198.00 feet the chord azimuth and distance being:

15. 278° 48' 14" 184.08 feet;
16. 251° 06' 14" 87.67 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 242.00 feet the chord azimuth and distance being:

17. 254° 45' 07" 30.80 feet;



18.	258°	24'	00"	75.88	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
						Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 238.00 feet the chord azimuth and distance being:
19.	217°	56'	00"	308.93	feet;	
20.	177°	28'	00"	60.68	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
						Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 188.00 feet the chord azimuth and distance being:
21.	169°	04'	24.5"	54.88	feet;	
22.	46°	26'	30"	104.58	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
23.	120°	02'	00"	92.93	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
24.	94°	28'	30"	327.19	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
25.	86°	28'	00"	653.96	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
26.	194°	53'	00"	88.35	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III
27.	176°	13'	00"	71.20	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
28.	128°	10'	00"	46.46	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III
29.	255°	39'	00"	254.91	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III;
30.	261°	58'	30"	243.73	feet	along Lot 13 of Kukui'ula Large Lot Subdivision III



31. 265° 54' 30" 208.31 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
32. 276° 05' 30" 145.51 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
33. 280° 31' 00" 111.75 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
34. 343° 41' 00" 53.64 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 232.00 feet the chord azimuth and distance being:

35. 312° 25' 41" 328.32 feet;

36. 357° 28' 00" 17.56 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 13 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 72.00 feet the chord azimuth and distance being:

37. 264° 47' 30" 128.54 feet;

38. 201° 35' 00" 93.10 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

39. 299° 01' 00" 198.24 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;

40. 8° 06' 30" 286.73 feet along Lots 13, 17 and 11 of Kukui'ula Large Lot Subdivision III;

41. 1° 13' 30" 513.33 feet along Lot 11 of Kukui'ula Large Lot Subdivision III;

42. 34° 23' 00" 263.00 feet along Lot 11 of Kukui'ula Large Lot Subdivision III;



43. 72° 34' 00" 377.00 feet along Lot 11 of Kukui'ula Large Lot Subdivision III;
44. 89° 05' 00" 141.00 feet along Lot 11 of Kukui'ula Large Lot Subdivision III to the point of beginning and containing an area of 37.391 acres.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

*Erik S. Kaneshiro* EXP 04/08

ERIK S. KANESHIRO

Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
August 30, 2005

TMK: (4) 2-6-015:1 (Portion)

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KUKUI`ULA RESIDENTIAL SUBDIVISION, PHASE IIB

LOT 94

Being a Portion of Lot 3 of the Kukui`ula Large Lot Subdivision, Phase III, being also a Portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa. Situate at Koloa (Makai), Koloa, Kauai, Hawaii.

Beginning at the Northeast corner of this parcel of land, being also the Northwest corner of Lot 95 of the Kukui`ula Residential Subdivision, Phase IIB along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA", being 7,304.71 feet South and 18,428.96 feet East and running by azimuths measured clockwise from true South:

1. 343° 51' 00" 190.87 feet along Lot 95 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa;

Thence along Lot 97 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa on a curve to the right with a radius of 820.64 feet, the chord azimuth and distance being:

2. 55° 12' 28" 114.25 feet;

3. 147° 03' 00" 23.59 feet along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa;



Thence along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa on a curve to the right with a radius of 153.00 feet, the chord azimuth and distance being:

4. 184° 32' 30" 186.25 feet;
5. 222° 02' 00" 57.99 feet along Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa to the point of beginning and containing an area of 19,780 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro", with a date "04/26/06" written to the right.

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Koloa, Kauai, Hawaii  
April 26, 2006  
TMK: (4) 2-6-15: Por. 01

This description is subject to the final subdivision approval by the County of Kauai of the Kukuiula Residential Subdivision, Phase IIB.

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KUKUI`ULA RESIDENTIAL SUBDIVISION, PHASE IIB

LOT 95

Being a Portion of Lot 3 of the Kukui`ula Large Lot Subdivision, Phase III, being also a Portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa. Situate at Koloa (Makai), Koloa, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, being also the Northeast corner of Lot 94 of the Kukui`ula Residential Subdivision, Phase IIB along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA", being 7,304.71 feet South and 18,428.96 feet East and running by azimuths measured clockwise from true South:

1. 222° 02' 00" 80.00 feet along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa;

2. 335° 51' 30" 188.32 feet along Lot 96 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa;

Thence along Lot 97 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa on a curve to the right with a radius of 820.64 feet, the chord azimuth and distance being:

3. 47° 32' 47" 105.05 feet;

4. 163° 51' 00" 190.87 feet along Lot 94 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa to the point of beginning and containing an area of 15,995 square feet.





AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

*Erik S. Kaneshiro* *Exp 9/02*

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Koloa, Kauai, Hawaii  
April 26, 2006  
TMK: (4) 2-6-15: Por. 01

This description is subject to the final subdivision approval by the County of Kauai of the Kukuiula Residential Subdivision, Phase IIB.

Z:\2001\01-107.17\01-107.17a\Parcel M2M3 Subdv\Survey Descrip\Parcel M2M3 -Lot 95.doc



KUKUI`ULA RESIDENTIAL SUBDIVISION, PHASE IIB

LOT 96

Being a Portion of Lot 3 of the Kukui`ula Large Lot Subdivision, Phase III, being also a Portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwa no M. Kekuanaoa. Situate at Koloa (Makai), Koloa, Kauai, Hawaii.

Beginning at the Northwest corner of this parcel of land, being also the Northeast corner of Lot 95 of the Kukui`ula Residential Subdivision, Phase IIB along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA", being 7,245.30 feet South and 18,482.52 feet East and running by azimuths measured clockwise from true South:

1. 222° 02' 00" 42.03 feet along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa;

Thence along the Southeast side of Roadway Lot 36 of the Kukui`ula Residential Subdivision, Phase IIA, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa on a curve to the left with a radius of 222.00 feet, the chord azimuth and distance being:

2. 217° 06' 42" 38.09 feet;

3. 317° 12' 00" 168.63 feet along Lot 97 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa;

Thence along Lot 97 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa on a curve to the right with a radius of 820.64 feet, the chord azimuth and distance being:



4. 38° 56' 46" 141.07 feet;
5. 155° 51' 30" 188.32 feet along Lot 95 of the Kukui`ula Residential Subdivision, Phase IIB, being also along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwa no M. Kekuanaoa to the point of beginning and containing an area of 18,733 square feet.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

*Erik S. Kaneshiro* 2006 04/06

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Koloa, Kauai, Hawaii  
April 26, 2006  
TMK: (4) 2-6-15: Por. 01

This description is subject to the final subdivision approval by the County of Kauai of the Kukuiula Residential Subdivision, Phase IIB.

Z:\2001\01-107.17\01-107.17a\Parcel M2M3 Subdv\Survey Descrip\Parcel M2M3 -Lot 96.doc



**EXHIBIT "B"**

**Additional Property**

**Note to clerk and title examiners:**

**This Covenant is not intended to create an encumbrance on title to the property described in this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Chapter 3.**

KUKUI'ULA LARGE LOT SUBDIVISION, III

LOT 1

Being a portion of Lot A of the Kukui'ula Large Lot Subdivision II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the Southeast corner of this parcel of land, being also the Southwest corner of Lot 2 of Kukui'ula Large Lot Subdivision, III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 8,050.38 feet South and 16,435.88 feet East and running by azimuths measured clockwise from true South.

1. 114° 07' 30" 132.61 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 455.00 feet the chord azimuth and distance being:

2. 96° 40' 45" 272.82 feet;

3. 79° 14' 00" 191.02 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 395.00 feet, the chord azimuth and distance being:

4. 104° 26' 15" 336.42 feet;

5. 129° 38' 30" 136.92 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 455.00 feet, the chord azimuth and distance being:

6. 120° 05' 00" 151.11 feet;



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7. 110° 31' 30" 172.53 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 695.00 feet the chord azimuth and distance being:

8. 123° 26' 15" 310.61 feet;

9. 136° 21' 00" 294.11 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 330.00 feet the chord azimuth and distance being:

10. 92° 38' 30" 456.05 feet;

11. 48° 56' 00" 294.73 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 370.00 feet the chord azimuth and distance being:

12. 64° 56' 20" 204.04 feet;

13. 170° 56' 41" 7.78 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;

14. 157° 49' 00" 115.72 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;

Thence along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the right with a radius of 200.00 feet the chord azimuth and distance being:

15. 149° 48' 00" 212.56 feet;



16. 181° 54' 00" 198.92 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;

Thence along remainder of R.P. 6714, L.C. Aw. 7714-B Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the left with a radius of 1,000.00 feet the chord azimuth and distance being:

17. 176° 24' 00" 191.69 feet;

Thence along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the right with a radius of 2,000.00 feet the chord azimuth and distance being:

18. 183° 12' 00" 852.12 feet;

19. 207° 50' 00" 338.21 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;

Thence along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the right with a radius of 300.00 feet the chord azimuth and distance being:

20. 258° 38' 00" 464.97 feet;

21. 309° 26' 00" 378.16 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;

Thence along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the left with a radius of 300.00 feet the chord azimuth and distance being:

22. 260° 51' 00" 449.95 feet;



Thence along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the right with a radius of 450.00 feet the chord azimuth and distance being:

- 23. 239° 15' 30" 408.48 feet;
- 24. 266° 15' 00" 464.94 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
- 25. 271° 30' 00" 665.96 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
- 26. 1° 30' 00" 476.76 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 175.00 feet the chord azimuth and distance being:

- 27. 310° 06' 42" 108.18 feet;
- 28. 328° 07' 00" 407.97 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- 29. 351° 45' 30" 98.79 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- 30. 355° 05' 00" 474.16 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- 31. 357° 05' 00" 96.94 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- 32. 16° 36' 00" 57.42 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- 33. 24° 25' 30" 799.09 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- 34. 38° 33' 30" 133.07 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;



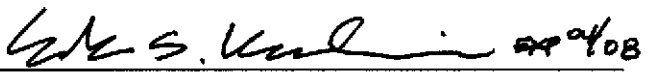
35. 24° 07' 30" 21.46 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III to the point of beginning and containing an area of 139.867 acres.

Subject, However, to the restriction of rights of vehicular access into and from Lot 15 (Ala Kukui'ula) of the Kukui'ula Large Lot Subdivision, III over and across Courses 1, 2, 5, 6, 7, 8, 9, 11, and 12, and portion of Courses 2, 3, and 10 of the above described parcel of land.

Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.



  
ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
May 4, 2006

TMK: (4) 2-6-015:1 (Portion)

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KUKUI'ULA LARGE LOT SUBDIVISION, III

LOT 3

Being a portion of Lot A of the Kukui'ula Large Lot Subdivision II, being also a portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the Northeast corner of this parcel of land and on the West side of Lot 18 of Kukui'ula Large Lot Subdivision, III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 5028.06 feet South and 19,902.49 feet East and running by azimuths measured clockwise from true South.

1. 19° 47' 342.04 feet along Lot 18 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 18 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 810.00 feet the chord azimuth and distance being:

2. 2° 24' 30" 525.58 feet;

3. 345° 02' 728.48 feet along Lot 18 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 18 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 1,470.00 feet the chord azimuth and distance being:

4. 351° 52' 30" 350.23 feet;

Thence along Lot 18 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 800.00 feet the chord azimuth and distance being:

5. 5° 33' 30" 190.60 feet;

6. 12° 24' 50.11 feet along Lot 18 of Kukui'ula Large Lot Subdivision, III;



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7. 13° 04' 84.58 feet along Lot 18 of Kukui'ula Large Lot Subdivision, III;
8. 12° 24' 100.00 feet along Lot 18 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III in a curve to the right with a radius of 40.00 feet the chord azimuth and distance being:
9. 57° 24' 56.67 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;
10. 102° 24' 170.60 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;
11. 98° 34' 22" 149.82 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;
12. 102° 24' 155.78 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 1,030.00 feet the chord azimuth and distance being:
13. 79° 43' 30" 794.14 feet;
14. 57° 03' 258.67 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 20.00 feet the chord azimuth and distance being:
15. 102° 03' 28.28 feet;
16. 147° 03' 30.11 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;



Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 153.00 feet the chord azimuth and distance being:

17. 184° 32' 30" 186.25 feet;

18. 222° 02' 180.02 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;

Thence Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 222.00 feet the chord azimuth and distance being:

19. 171° 43' 30" 341.65 feet;

20. 121° 25' 89.72 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 478.00 feet the chord azimuth and distance being:

21. 134° 04' 45" 209.56 feet;

22. 146° 44' 30" 111.58 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the left with a radius of 522.00 feet the chord azimuth and distance being:

23. 135° 01' 15" 212.08 feet;

24. 123° 18' 248.20 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 578.00 feet the chord azimuth and distance being:

25. 128° 15' 99.75 feet;



26. 133° 12' 296.30 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 2 of Kukui'ula Large Lot Subdivision, III on a curve to the right with a radius of 298.00 feet the chord azimuth and distance being:
27. 196° 24' 531.98 feet;
28. 169° 36' 73.57 feet along Lot 2 of Kukui'ula Large Lot Subdivision, III;
29. 270° 54' 143.93 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
- Thence along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa, on a curve to the right with a radius of 270.00 feet the chord azimuth and distance being:
30. 248° 22' 575.00 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
31. 267° 50' 785.54 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
32. 250° 06' 347.50 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa;
- Thence along along the remainder of R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi no M. Kekuanaoa on a curve to the right with a radius of 1,200.00 feet the chord azimuth and distance being:



33. 261° 08' 09" 459.42 feet to the point of beginning and containing an area of 93.868 acres.

Reserving, However, Unto Kukui'ula Community Association Easement "6" for Sanitary Sewer Treatment Plant purposes.

Subject, However, to the restriction of rights of vehicular access into and from Lot 16 (Ala Kukui'ula) and Lot 18 (Ala Kalanikaumaka) of the Kukui'ula Large Lot Subdivision, III over and across Courses 1, 2, 4 to 12, inclusive, 14, and portion of Courses 3 and 13 of the above described parcel of land.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro", with a date "5/4/06" written to the right.

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
May 4, 2006

TMK: (4) 2-6-015:1 (Portion)

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KUKUI'ULA LARGE LOT SUBDIVISION, III

LOT 11

Being a portions of Lot A, Kukui'ula Large Lot Subdivision III, being also portion of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa, Royal Patent 1936 L.C. Aw. 387 to A.B.C.F.M. and Royal Patent 6448 L.C. Aw.5482 to Ino.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the Southeast corner of this parcel of land, being also the South corner of Lot 10 of Kukui'ula Large Lot Subdivision III, and on the North side of Lawai Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 10,587.33 feet South and 20,399.61 feet East, and running by azimuths measured clockwise from true South:

1. 30° 45' 00" 331.97 feet along the North side of Lawai Road;

2. 32° 31' 00" 46.33 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road on a curve to the right with a radius of 350.00 feet the chord azimuth and distance being:

3. 67° 00' 30" 396.40 feet;

4. 101° 30' 00" 810.61 feet along the North side of Lawai Road;

5. 205° 28' 00" 418.11 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;

6. 95° 49' 00" 713.98 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;

7. 357° 26' 00" 46.22 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;



8. 95° 45' 00" 98.66 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
9. 201° 44' 00" 53.51 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
10. 115° 09' 00" 323.95 feet along the North side of Lawai Road and along the remainder of R.P. 1936, L.C. Aw. 387 to A.B.C.F.M.;
11. 177° 05' 00" 170.00 feet along Lot 13 of Kukui'ula Large Lot Subdivision III;
12. 161° 53' 00" 248.00 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
13. 187° 32' 00" 121.00 feet along the remainder of R.P. 6714 L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
14. 269° 05' 00" 141.00 feet along Lot 12 of Kukui'ula Large Lot Subdivision III;
15. 252° 34' 00" 377.00 feet along Lot 12 of Kukui'ula Large Lot Subdivision III;
16. 214° 23' 00" 263.00 feet along Lot 12 of Kukui'ula Large Lot Subdivision III;
17. 181° 13' 30" 513.33 feet along Lot 12 of Kukui'ula Large Lot Subdivision III-;
18. 186° 06' 30" 191.34 feet along Lot 12 of Kukui'ula Large Lot Subdivision III;
- Thence along Lot 17 Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 178.00 feet the chord azimuth and distance being:
19. 279° 42' 08" 136.37 feet;
20. 302° 13' 30" 246.69 feet along Lot 17 of Kukui'ula Large Lot Subdivision III;



21. 212° 13' 30" 44.00 feet along Lot 17 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 17 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 20.00 feet the chord azimuth and distance being:

22. 167° 13' 30" 28.28 feet;

Thence along Lot 17 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 303.00 feet the chord azimuth and distance being:

23. 224° 10' 45" 125.52 feet;

24. 236° 08' 00" 204.41 feet along Lot 17 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 17 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 422.00 feet the chord azimuth and distance being:

25. 200° 24' 30" 492.81 feet;

26. 164° 41' 00" 132.45 feet along Lot 17 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 17 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 497.00 feet the chord azimuth and distance being:

27. 146° 20' 30" 312.80 feet;

28. 128° 00' 00" 153.67 feet along Lot 17 of Kukui'ula Large Lot Subdivision III;



Thence along Lot 17 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 278.00 feet the chord azimuth and distance being:

29. 150° 41' 00" 214.42 feet;

30. 173° 22' 00" 136.09 feet along Lot 17 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 17 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 20.00 feet the chord azimuth and distance being:

31. 219° 38' 00" 28.90 feet;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 970.00 feet the chord azimuth and distance being:

32. 274° 09' 00" 278.38 feet;

33. 282° 24' 00" 169.74 feet along Lot 16 of Kukui'ula Large Lot Subdivision III;

34. 289° 31' 30" 80.62 feet along Lot 16 of Kukui'ula Large Lot Subdivision III;

35. 282° 24' 00" 226.12 feet along Lot 16 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 40.00 feet the chord azimuth and distance being:

36. 327° 24' 00" 56.57 feet;

37. 12° 24' 00" 107.78 feet along Lot 19 of Kukui'ula Large Lot Subdivision III;



38. 8° 52' 00" 273.82 feet along Lot 19 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 19 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 445.00 feet the chord azimuth and distance being:

39. 349° 18' 00" 298.06 feet;

40. 322° 11' 15" 112.94 feet along Lot 19 of Kukui'ula Large Lot Subdivision III;

Thence Lot 19 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 430.00 feet the chord azimuth and distance being:

41. 322° 11' 15" 112.94 feet;

42. 314° 38' 30" 173.97 feet along Lot 19 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 19 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 395.00 feet the chord azimuth and distance being:

43. 342° 09' 30" 364.98 feet;

44. 9° 40' 30" 205.15 feet along Lot 19 of Kukui'ula Large Lot Subdivision III;

Thence along Lot 19 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 1,230.00 feet the chord azimuth and distance being:

45. 3° 58' 58.5" 243.99 feet;



Thence along Lot 10 of Kukui'ula Large Lot Subdivision III on a curve to the right with a radius of 1,200.00 feet the chord azimuth and distance being:

46. 95° 34' 23" 263.44 feet;

Thence along Lot 10 of Kukui'ula Large Lot Subdivision III on a curve to the left with a radius of 830.00 feet the chord azimuth and distance being:

47. 357° 43' 30" 392.21 feet;

48. 344° 03' 30" 424.65 feet along Lot 10 of Kukui'ula Large Lot Subdivision III;

49. 345° 06' 00" 458.56 feet along Lot 10 of Kukui'ula Large Lot Subdivision III;

50. 304° 40' 00" 328.50 feet along Lot 10 of Kukui'ula Large Lot Subdivision III to the point of beginning and containing an area of 93.258 acres.



Subject, However, to Easement "ET-1" and Easement "E" for electric purposes.

Reserving, However, unto Kukui'ula Community Association Easement "4" for Archaeological Preserve purposes.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro", with the date "08/30/05" written to the right.

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
August 30, 2005

TMK: (4) 2-6-015:1 (Portion)

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KUKUI'ULA LARGE LOT SUBDIVISION, III

LOT 13

Being a Portion of Lot A of Kukui'ula Large Lot Subdivision, III, being also portions of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa and Royal Patent 1936, Land Commission Award 387 to A.B.C.F.M.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the Southwest corner of this parcel of land, being also the Southeast corner of Lot 14 of Kukui'ula Large Lot Subdivision, III and on the North side of Lawai Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 9,523.21 feet South and 14,347.74 feet East, and running by azimuths measured clockwise from true South:

1. 203° 10' 00" 356.08 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
2. 261° 34' 00" 531.91 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
3. 239° 41' 30" 189.24 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
4. 170° 26' 30" 442.97 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
5. 150° 12' 00" 170.84 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
6. 143° 51' 40" 226.56 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
7. 150° 12' 00" 166.81 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 14 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 175.00 feet the chord azimuths and distance being:

8. 156° 33' 30" 38.76 feet;



9. 162° 55' 00" 817.85 feet along Lot 14 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 270.00 feet the chord azimuths and distance being:
10. 305° 48' 00" 98.87 feet;
11. 316° 21' 00" 294.11 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 755.00 feet the chord azimuths and distance being:
12. 303° 26' 15" 337.43 feet;
13. 290° 31' 30" 172.53 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 395.00 feet the chord azimuths and distance being:
14. 300° 05' 00" 131.18 feet along same;
15. 309° 38' 30" 136.92 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;
- Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 455.00 feet the chord azimuths and distance being:
16. 284° 26' 15" 387.52 feet;
17. 259° 14' 00" 191.02 feet along Lot 15 of Kukui'ula Large Lot Subdivision, III;



Thence along Lot 15 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 395.00 feet the chord azimuths and distance being:

18. 276° 40' 45" 236.84 feet;

19. 294° 07' 30" 132.61 feet along Lots 15 and 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 435.00 feet the chord azimuths and distance being:

20. 267° 01' 45" 396.27 feet;

21. 239° 56' 00" 140.02 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 620.00 feet the chord azimuths and distance being:

22. 250° 59' 30" 237.84 feet;

23. 262° 03' 00" 252.86 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 16 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 455.00 feet the chord azimuths and distance being:

24. 250° 33' 00" 181.42 feet;

25. 239° 03' 00" 164.22 feet along Lot 16 of Kukui'ula Large Lot Subdivision, III;



Thence along Lot 16 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
470.00 feet the chord azimuths  
and distance being:

26. 251° 28' 00" 202.12 feet;

27. 263° 53' 00" 233.56 feet along Lot 16 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 16 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the left with a radius of  
330.00 feet the chord azimuths  
and distance being:

28. 250° 28' 00" 153.14 feet;

29. 237° 03' 00" 342.67 feet along Lot 16 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 16 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
970.00 feet the chord azimuths  
and distance being:

30. 248° 56' 28" 399.74 feet;

Thence along Lot 17 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
20.00 feet the chord azimuths  
and distance being:

31. 307° 05' 58" 28.90 feet;

32. 353° 22' 00" 136.09 feet along Lot 17 of Kukui'ula Large  
Lot Subdivision, III;



Thence along Lot 17 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the left with a radius of  
322.00 feet the chord azimuths  
and distance being:

33. 330° 41' 00" 248.35 feet;

34. 300° 00' 00" 153.67 feet along Lot 17 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 17 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
453.00 feet the chord azimuths  
and distance being:

35. 326° 20' 30" 285.10 feet;

36. 344° 41' 00" 132.45 feet along Lot 17 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 17 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
378.00 feet the chord azimuths  
and distance being:

37. 20° 24' 30" 441.42 feet;

38. 56° 08' 00" 204.41 feet along Lot 17 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 17 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
378.00 feet the chord azimuths  
and distance being:

39. 44° 10' 45" 143.75 feet;

40. 32° 13' 30" 12.70 feet along Lot 17 of Kukui'ula Large  
Lot Subdivision, III;



Thence along Lot 17 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 20.00 feet the chord azimuths and distance being:

41. 77° 13' 30" 28.28 feet;

42. 122° 13' 30" 162.69 feet along Lot 17 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 17 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 222.00 feet the chord azimuths and distance being:

43. 101° 50' 42" 154.62 feet;

44. 188° 06' 30" 48.95 feet along 12 of Kukui'ula Large Lot Subdivision, III;

45. 119° 01' 00" 198.24 feet along 12 of Kukui'ula Large Lot Subdivision, III;

46. 21° 35' 00" 93.10 feet along 12 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 12 of Kukui'ula Large Lot Subdivision, III, on a curve to the right with a radius of 72.00 feet the chord azimuths and distance being:

47. 84° 47' 30" 128.54 feet;

48. 177° 28' 00" 17.56 feet along 12 of Kukui'ula Large Lot Subdivision, III;

Thence along Lot 12 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 232.00 feet the chord azimuths and distance being:

49. 132° 25' 41" 328.32 feet;



50.	163°	41'	00"	53.64	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
51.	100°	31'	00"	111.75	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
52.	96°	05'	30"	145.51	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
53.	85°	54'	30"	208.31	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
54.	81°	58'	30"	243.73	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
55.	75°	39'	00"	254.91	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
56.	128°	10'	00"	46.46	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
57.	356°	13'	00"	71.20	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
58.	14°	53'	00"	88.35	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
59.	266°	28'	00"	653.96	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
60.	274°	28'	30"	327.19	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
61.	300°	02'	00"	92.93	feet	along 12 of Kukui`ula Large Lot Subdivision, III;
62.	226°	26'	30"	104.58	feet	along 12 of Kukui`ula Large Lot Subdivision, III;

Thence along Lot 12 of  
Kukui`ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
188.00 feet the chord azimuths  
and distance being:

63. 349° 04' 24.5" 54.88 feet;



64. 357° 28' 00" 60.68 feet along 12 of Kukui'ula Large Lot  
Subdivision, III;

Thence along Lot 12 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
238.00 feet the chord azimuths  
and distance being:

65. 37° 56' 00" 308.93 feet;

66. 78° 24' 00" 75.88 feet along 12 of Kukui'ula Large Lot  
Subdivision, III;

Thence along Lot 12 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the left with a radius of  
242.00 feet the chord azimuths  
and distance being:

67. 74° 45' 07" 30.80 feet;

68. 71° 06' 14" 87.67 feet along 12 of Kukui'ula Large Lot  
Subdivision, III;

Thence along Lot 12 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
198.00 feet the chord azimuths  
and distance being:

69. 98° 48' 14" 184.08 feet;

70. 126° 30' 14" 51.36 feet along 12 of Kukui'ula Large Lot  
Subdivision, III;

Thence along Lot 12 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the left with a radius of  
242.00 feet the chord azimuths  
and distance being:

71. 116° 15' 07" 86.14 feet;



72.	106°	00'	00"	139.33	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
						Thence along Lot 12 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 172.00 feet the chord azimuths and distance being:
73.	83°	12'	30"	133.26	feet;	
74.	150°	25'	00"	26.93	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
75.	100°	40'	00"	99.72	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
						Thence along Lot 12 of Kukui'ula Large Lot Subdivision, III, on a curve to the left with a radius of 75.00 feet the chord azimuths and distance being:
76.	58°	51'	30"	100.00	feet;	
77.	17°	03'	00"	50.36	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
78.	30°	09'	30"	535.47	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
79.	52°	47'	30"	76.92	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
80.	322°	57'	00"	199.76	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
81.	270°	15'	00"	221.54	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
82.	277°	31'	00"	614.27	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
83.	294°	51'	00"	233.31	feet	along 12 of Kukui'ula Large Lot Subdivision, III;
84.	7°	32'	00"	121.00	feet	along Lot 11 of Kukui'ula Large Lot Subdivision, III;



85. 341° 53' 00" 248.00 feet along Lot 11 of Kukui'ula Large Lot Subdivision, III;
86. 357° 05' 00" 170.00 feet along 11 of Kukui'ula Large Lot Subdivision, III;
87. 90° 14' 50" 798.35 feet along the remainder of R.P. 1936, L.C. Aw. 387 to A.B.C.F.M. and along the remainder R.P. 6714, L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
88. 77° 09' 17" 14.72 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
89. 37° 08' 00" 210.72 feet along the remainder of R.P. 6714, L.C. Aw. 7714-B, Apana 2 to M. Kekuaiwi no M. Kekuanaoa;
- Thence along the North side of Lawai Road, on a curve to the left with a radius of 543.00 feet the chord azimuths and distance being:
90. 105° 31' 53" 124.79 feet;
91. 98° 56' 00" 168.39 feet along the North side of Lawai Road;
92. 100° 36' 00" 129.44 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the left with a radius of 828.00 feet the chord azimuths and distance being:
93. 93° 38' 00" 200.86 feet;
94. 86° 40' 00" 644.80 feet along the North side of Lawai Road;



Thence along the North side of Lawai Road, on a curve to the right with a radius of 242.00 feet the chord azimuths and distance being:

95. 105° 28' 00" 155.98 feet;

96. 124° 16' 00" 806.50 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road, on a curve to the left with a radius of 1,028.00 feet the chord azimuths and distance being:

97. 120° 48' 00" 124.32 feet;

98. 117° 20' 00" 572.60 feet along the along the North side of Lawai Road;

99. 27° 20' 00" 17.09 feet along the along the North side of Lawai Road;

100. 114° 48' 00" 176.17 feet along the North side of Lawai Road to the point of beginning and containing an area of 186.418 acres.

Subject, However, to Easements "ET-1" and "E" for electrical purposes.

Subject, also, to the restriction of rights of vehicular access into and from Lot 15 (Ala Kukui'ula) of the Kukui'ula Large Lot Subdivision, III over and across Courses 77, 78, and 79 of the above described parcel of land.



Reserving, However, unto Kukui'ula Community Association Easement  
3 for Archaeological Preserve purpose.



Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

*Erik S. Kaneshiro* *exp 04/08*

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
May 4, 2006

TMK: (4) 2-6-015:1 (Portion)

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KUKUI`ULA LARGE LOT SUBDIVISION, III

LOT 14

Being portions of Royal Patent 6714, Land Commission Award 7714-B, Apana 2 to M. Kekuaiwi No. M. Kekuanaoa, Royal Patent 4512 Mahele Award 43 to J.Y. Kanehoa and all of Land Commission Award 3026, Apana 1 to Kaelemakule.

Situate at Koloa Makai and Lawai, Koloa, Kona, Kauai, Hawaii

Beginning at the Southeast corner of this parcel of land, being also the Southwest corner of Lot 13 of Kukui`ula Large Lot Subdivision, III and on the North side of Lawai Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAHIAWA" being 9,523.21 feet South and 14,347.74 feet East, and running by azimuths measured clockwise from true South:

1. 114° 48' 00" 58.03 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road, on a curve to the right with a radius of 265.00 feet the chord azimuth and distance being:

2. 132° 57' 00" 165.10 feet;

3. 151° 06' 00" 84.59 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road, on a curve to the left with a radius of 265.00 feet the chord azimuth and distance being:

4. 137° 03' 00" 128.67 feet;

5. 123° 00' 00" 97.44 feet along the North side of Lawai Road;



Thence along the North side of Lawai Road, on a curve to the left with a radius of 145.00 feet the chord azimuth and distance being:

6. 96° 29' 00" 129.47 feet;

7. 69° 58' 00" 203.30 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road, on a curve to the right with a radius of 125.00 feet the chord azimuth and distance being:

8. 97° 22' 00" 115.05 feet;

9. 124° 46' 00" 149.80 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road, on a curve to the left with a radius of 265.00 feet the chord azimuth and distance being:

10. 112° 56' 00" 108.69 feet;

11. 101° 06' 00" 419.70 feet along the North side of Lawai Road;

Thence along the North side of Lawai Road, on a curve to the left with a radius of 315.00 feet the chord azimuth and distance being:

12. 88° 20' 56.5" 139.05 feet;

13. 167° 02' 30" 370.16 feet along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa;

14. 78° 00' 00" 760.40 feet along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa;



15. 58° 44' 00" 104.11 feet along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa;
16. 70° 53' 00" 108.43 feet along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa;
17. 324° 36' 00" 95.14 feet along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa;
- Thence along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa, on a curve to the right with a radius of 265.00 feet the chord azimuth and distance being:
18. 342° 12' 00" 166.30 feet;
19. 359° 48' 00" 30.05 feet along Lot A-1 a subdivision of R.P. 4512 M.W. 43 to J.Y. Kanehoa;
- Thence along along the North side of Lawai Road, on a curve to the left with a radius of 265.00 feet the chord azimuth and distance being:
20. 80° 34' 21" 133.95 feet;
21. 65° 56' 00" 259.44 feet along the North side of Lawai Road;
22. 335° 56' 00" 1.29 feet along the North side of Lawai Road;
23. 65° 46' 30" 73.44 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the right with a radius of 155.00 feet the chord azimuth and distance being:
24. 83° 16' 30" 93.22 feet;



25. 100° 46' 30" 49.80 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the left with a radius of 155.00 feet the chord azimuth and distance being:
26. 89° 43' 30" 44.08 feet;
27. 78° 40' 30" 152.60 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the right with a radius of 145.00 feet the chord azimuth and distance being:
28. 103° 14' 30" 120.57 feet;
29. 127° 48' 30" 55.90 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the left with a radius of 345.00 feet the chord azimuth and distance being:
30. 113° 55' 30" 165.56 feet;
31. 100° 02' 30" 64.20 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the left with a radius of 215.00 feet the chord azimuth and distance being:
32. 79° 53' 30" 148.13 feet;
33. 59° 44' 30" 119.88 feet along the North side of Lawai Road;
34. 62° 10' 30" 185.96 feet along the North side of Lawai Road;



35. 57° 00' 30" 216.57 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the right with a radius of 255.00 feet the chord azimuth and distance being:
36. 70° 04' 30" 115.30 feet;
37. 83° 08' 30" 54.90 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the right with a radius of 185.00 feet the chord azimuth and distance being:
38. 103° 45' 30" 130.28 feet;
39. 124° 22' 30" 83.90 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the left with a radius of 165.00 feet the chord azimuth and distance being:
40. 107° 10' 30" 97.58 feet;
41. 89° 58' 30" 163.80 feet along the North side of Lawai Road;
- Thence along the North side of Lawai Road, on a curve to the right with a radius of 155.00 feet the chord azimuth and distance being:
42. 100° 47' 30" 58.18 feet;
43. 111° 36' 30" 4.20 feet along the North side of Lawai Road;



Thence along the North side of Lawai Road, on a curve to the right with a radius of 135.00 feet the chord azimuth and distance being:

44.	118°	42'	30"	33.37	feet;			
45.	123°	30'	30"	30.11	feet	along the North side of Lawai Road;		
46.	152°	05'	30"	33.27	feet	along the Northwest side of Lawai Road;		
47.	162°	26'	30"	64.96	feet	along the Northwest side of Lawai Road;		
48.	170°	27'	30"	169.74	feet	along the Northwest side of Lawai Road;		
49.	158°	59'	30"	36.58	feet	along the Northwest side of Lawai Road;		
50.	206°	24'	00"	12.71	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		
51.	179°	30'	00"	115.00	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		
52.	169°	00'	00"	69.00	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		
53.	190°	20'	00"	140.00	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		
54.	202°	20'	00"	70.00	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		
55.	210°	30'	00"	90.00	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		
56.	202°	30'	00"	107.00	feet	along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;		



57.	214°	50'	00"	120.00	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
58.	189°	30'	00"	117.50	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
59.	191°	30'	00"	93.00	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
60.	152°	20'	00"	611.25	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
61.	171°	10'	00"	73.57	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
62.	171°	10'	30"	357.63	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
63.	203°	45'	00"	487.80	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
64.	218°	26'	00"	125.49	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
65.	237°	15'	00"	161.48	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
66.	218°	15'	00"	97.30	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
67.	197°	22'	00"	96.36	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	
68.	188°	26'	00"	195.50	feet	along the remainder of	R.P.
						4512, M. Aw. 43 to	J.Y.
						Kanehoa;	



69. 172° 01' 00" 268.08 feet along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;

70. 182° 27' 00" 158.93 feet along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;

71. 272° 27' 00" 54.78 feet along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;

Thence along the along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa, on a curve to the left with a radius of 3,500.00 feet the chord azimuth and distance being:

72. 305° 05' 40" 1720.44 feet;

73. 290° 52' 00" 1832.95 feet along the remainder of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa;

74. 276° 15' 00" 685.18 feet along the remainders of R.P. 4512, M. Aw. 43 to J.Y. Kanehoa and along R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi No M. Kekuanaoa;

Thence along R.P. 6714, L.C. Aw. 7714-B, Ap. 2 to M. Kekuaiwi No M. Kekuanaoa, on a curve to the left with a radius of 1800.00 feet the chord azimuth and distance being:

75. 271° 54' 33" 272.48 feet;

76. 350° 56' 40" 67.78 feet along Lots 1 and 15 of Kukui'ula Large Lot Subdivision, III;



Thence along Lot 15 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the left with a radius of  
430.00 feet the chord azimuth  
and distance being:

77. 244° 56' 20" 237.13 feet;

78. 228° 56' 00" 294.73 feet along Lot 15 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 15 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the right with a radius of  
330.00 feet the chord azimuth  
and distance being:

79. 262° 04' 30" 295.22 feet;

80. 342° 55' 00" 817.85 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;

Thence along Lot 15 of  
Kukui'ula Large Lot  
Subdivision, III, on a curve to  
the left with a radius of  
175.00 feet the chord azimuth  
and distance being:

81. 336° 33' 30" 38.76 feet;

82. 330° 12' 00" 166.81 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;

83. 323° 51' 40" 226.56 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;

84. 330° 12' 00" 170.84 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;

85. 350° 26' 30" 442.97 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;

86. 59° 41' 30" 189.24 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;

87. 81° 34' 00" 531.91 feet along Lot 13 of Kukui'ula Large  
Lot Subdivision, III;



88. 23° 10' 00" 356.08 feet along Lot 13 of Kukui'ula Large Lot Subdivision, III to the point of beginning and containing an area of 273.295 acres.

Subject, However, to Easements "ET-1" and "ET-2" for electrical purposes.

Subject, Also to Easement "A-1" (30 feet wide) for access purposes and a Waterline Easement in favor of National Tropical Botanical Gardens.

Subject, also, to the restriction of rights of vehicular access into and from Lot 15 (Ala Kukui'ula) of the Kukui'ula Large Lot Subdivision, III over and across Courses 77, 78, and 79 of the above described parcel of land.

Reserving, However, unto Kukui'ula Community Association Easements 1 and 2 for archaeological preserve.

Description Prepared By:

AUSTIN, TSUTSUMI & ASSOCIATES, INC.



*Erik S. Kaneshiro* *exp 04/08*

ERIK S. KANESHIRO  
Licensed Professional Land Surveyor  
Certificate No. 9826

Honolulu, Hawaii  
May 4, 2006

TMK: (4) 2-6-015:1 (Portion)

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