

RECORDATION REQUESTED BY:

67-19370

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECEIVED FOR RECORD

AFTER RECORDATION, RETURN TO:

*George Hengeman*  
*Phone 569-367*

NO. 5682 PAGE 324

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INDEXED REGISTRAR

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, MAUI MEADOWS, INC., a Hawaii corporation, is the owner of all of that certain parcel of land situate at Paeahu, Womaulu, Makawao, Island and County of Maui, State of Hawaii, known as "MAUI MEADOWS," as shown on the map thereof filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 1022 and containing a total area of 162.963 acres, and consisting of 244 houselots and 16 roadway parcels, and the owner desires that said land be subject to certain restrictive covenants relative to the use thereof for the purpose of establishing and insuring a sound and proper subdivision for residential purposes;

NOW, THEREFORE, MAUI MEADOWS, INC. does hereby declare that all of said tract of land known as "MAUI MEADOWS" and shown on the map thereof filed in said Bureau of Conveyances as File Plan No. 1022, exclusive of the roadway parcels as shown on said File Plan, shall be and is hereby subject to the following restrictive covenants, which said covenants shall run with the land and be binding upon and insure to the benefit of the present owners of said lands and upon and to all subsequent owners of said lands shown on said File Plan, and any portion thereof, exclusive of said roadways:

(1) No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single family dwelling not to exceed one and one-half stories in height and any accessory buildings.

(2) No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches and carports, is greater than 600 square feet.

(3) No building on any lot shall be located closer than 20 feet to any roadway.

(4) All buildings placed on said lots shall be constructed with new materials only and no building shall have corrugated metal roofing.

(5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any purposes except those permitted by the Department of Health of the State of Hawaii, and no such animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes.

(6) No lot shall be permitted to become overgrown with trees, shrubbery, bushes, vines, weeds or any other wild plants or to accumulate rubbish or other debris. Upon the failure or default of any owner or purchaser to observe or perform this covenant, Maui Meadows, Inc., its successors and assigns shall have the right, in addition to any other right or remedy that it may have, to enter upon the lot in default and to correct the default, all at the expense of the owner or purchaser of the lot in default. Such owner shall pay the reasonable cost for correcting such default, together with interest thereon at ten percent per annum, upon the presentation of a statement of such costs.


(7) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

(8) That for any breach or failure in the observance or performance or of any of the restrictive covenants herein contained to be observed or performed by the owner or owners from time to time, of any portions of said tract of land (exclusive of roadways therein), any owner or owners of house lot land within said tract shall have a remedy against the delinquent or offending party or parties by action for damages, suit for injunction, mandatory or restraining, or any other appropriate remedy, and the adoption or pursuit of any one remedy for, or the waiver or acquiescence in, any such breach shall not preclude or prevent the adoption or pursuit of any other remedy thereafter for the same breach or failure, or for any other prior or subsequent breach or failure. In the event that legal proceedings are brought for the breach or failure in the observance of any of said restrictive covenants, all expenses and costs, including reasonable attorney's fees, shall be charged against the owner or owners of any of said lots who have violated the aforesaid restrictive covenants.

(9) Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed by its duly authorized officers this 6<sup>th</sup> day of June, 1967.

MAUI MEADOWS, INC.

By [Signature]  
Its Pres.   
By [Signature]  
Its Vice-Pres.

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

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On this 6<sup>th</sup> day of June, 1967, before me appeared  
George M. Hasegawa and Gene Kemp  
to me personally known, who, being by me duly sworn, did say that  
they are the President and Vice President  
respectively of MAUI MEADOWS, INC. and that the seal affixed to  
the foregoing instrument is the corporate seal of said corporation  
and that said instrument was signed and sealed in behalf of said  
corporation by authority of its Board of Directors, and the said  
George M. Hasegawa and Gene Kemp  
acknowledged said instrument to be the free act and deed of said  
corporation.

Paul Tomkins  
Notary Public, First Judicial  
Circuit, State of Hawaii

My commission expires: June 20, 1969

