

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
HAWAIIAN SHORES RECREATIONAL ESTATES

The owners of those certain parcels of land known as Hawaiian Shores Recreational Estates, Waiakahiula, District of Puna, County and State of Hawaii and described on attached Exhibit 1, declare that under the control of the corporation of owners known as the Hawaiian Shores Community Association, 15-2793 South Honu Street, Pahoia, Hawaii 96778, each of said lots shall be subject to the following covenants, conditions and restrictions.

1. **PLANS, SPECIFICATIONS & BUILDING PERMIT** –

- a. Prior to the construction, reconstruction, or alteration of any structure, foundation, or wastewater system, the following will be submitted to the Architectural Committee for review:
 - i. Job Site Plan with engineered septic system plan,
 - ii. A copy of the Job Site Plan,
 - iii. Original Building Permit.

One copy of plans will be retained for the Association files; the Job Site Copy and original building permit will be returned.

- b. Any wall or fence six (6) feet or greater in height requires a building permit and is therefore subject to plan submission as set forth in the preceding paragraph.

2. **PLAN APPROVAL** – No structure of any kind shall be erected until the plans and location of said structure on the lot have been approved in writing by at least two members of said committee.

3. **TIME LIMIT FOR PLAN APPROVAL** – In the event said committee fails to approve or disapprove such design and location within 30 days after said plans and specification have been submitted to it or if no suit to enjoin the erection of such building or the maintenance of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with, provided plans, specifications and the building permit have been submitted prior to beginning construction.

4. **STRUCTURAL DEFECTS, RESPONSIBILITY** – Neither the declarants nor their successors, not any member of the association or Architectural Committee shall be responsible for any structural defects in said plans and specifications nor in any buildings or structure erected in accordance with such plans and specifications.

5. **TIME LIMIT FOR COMPLETION** – Any structure on which construction, repair, alteration or rebuilding is commenced shall be completed within 24 months and in accordance with county codes. The time for completion may be extended at the election of the association for delays from causes beyond the reasonable control of the owner. Homes sold before construction is completed (including driveway and carport with storage), shall be completed by the new owner within 6 months after purchase or within the initial 24 month period, whichever allows more time for completion.

6. **POWERS & DUTIES OF ARCHITECTURAL COMMITTEE** – The powers and duties of the Architectural Committee and its designated representatives shall continue and be exercised for an indefinite period of time. These duties are to approve or reject plans based on their compliance with the Covenants, Conditions & Restrictions.

7. **LANDCLEARING** – At least five (5) working days prior to the commencement of any land clearing or excavating activities on any lot, the owner or his/her agent or representative shall notify the Association in writing of their intent to do work on the property. This will allow Association personnel the necessary time to locate and mark waterline easements.

8. **EASEMENTS** – Owners are responsible for keeping easements clear of obstructions. Any obstructions on easements will be removed at the expense of the owner.

9. **LOT DESIGNATION** –

- a. The designation and purpose for each lot is that of a single (one) family residence.
- b. Structures such as shade houses, greenhouses, propagating sheds and/or equipment sheds used exclusively for the lot may be constructed in addition to and in the rear of the residence.
- c. If the owner of two adjacent lots uses one lot for a single family residence, the second lot may be used as additional yard or utilized as in paragraph b above except that:

1. Structures shall not encompass more than 25% of the area of the lot and shall be set back from the front street side property line a distance of not less than one third the depth of the lot.

2. If either lot is sold separately, the non conforming lot must be brought back into the single family residence designation.

d. All structures/antennas shall be kept from street view with a decorative screen, i.e., trees, massed shrubbery, hedge, fence.

e. Determination of allowable uses other than that described above shall be made through the Architectural Committee to the Board of Directors.

10. PARKING AREAS – Each residence shall have a minimum of a 2-car off-street parking area; one of which shall be a carport or garage and shall be completed prior to or during the completion of the residence. All vehicles under repair or restoration shall be kept only in the carport or garage. Road shoulders may be used for parking only on a temporary and non-regular basis.

11. MINIMUM AREA – All residences shall have a minimum of 1000 square feet of living area, exclusive of porches, lanais, decks, garages, and carports.

12. TEMPORARY STRUCTURES – No building, other than the principal residence shall be used for habitation. No trailer, mobile home, tent, garage, shed, temporary building or partially completed buildings shall be used, built and/or placed on lots prior to or during construction of a permanent residence except for a construction storage shed. The storage shed will be constructed of new materials, constructed only after a valid building permit has been received for the residence and be removed when the residence is completed.

13. HEIGHT LIMITATION – No structure of any type shall be erected that will exceed 24 feet in height from the highest point of the natural ground within the perimeter of the structure or street level, whichever is higher.

14. MATERIALS – All materials used in the construction of any improvement upon any portion of the land shall be new materials except when used architectural decorative or structural materials are used to enhance the appearance of the building. All bare surfaces on buildings shall be painted or stained. No used buildings shall be placed on any lot.

15. FOUNDATIONS – No conventional sub floor framing shall be exposed from any side of any structure. All sub floor framing shall be concealed in a manner that will be acceptable to the Architectural Committee.

16. DRIVEWAYS – Driveways shall be paved of concrete or asphalt and must be completed prior to or during completion of the residence and carport or garage. Driveways must lead from the edge of the street pavement to the active carport or garage and must be twelve (12) feet wide at the street pavement joining.

17. ROOFS – All metal roofing material shall be painted.

18. SIGNS – No sign of any kind shall be displayed to the public view that exceeds one square foot in size, except for one sign of not more than five square feet advertising the property for sale or rent. Sign content is limited to warnings, property address, name, builder signs, for sale/rent, or political signs. All political signs may be displayed no more than thirty (30) days prior to elections and must be removed within three (3) days after elections

19. MAINTENANCE & REPAIR -

a. Each lot and/or residence shall be maintained in such a manner as to prevent it from falling into disrepair and/or becoming unsightly or a hazard.

b. Owners are responsible for the removal of large trees and/or roots that may pose a hazard to neighboring properties, the water system, or roadways.

20. LIVESTOCK, POULTRY, PETS – No animals, livestock or domestic poultry of any kind shall be raised, bred or kept on any of said lots except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Owners will assure that pets do not become a nuisance to the neighborhood in any way.

21. RUBBISH, GARBAGE, & WASTE – Owners will not accumulate on their lot, any derelict or inoperable vehicles, vehicle bodies, vehicle parts, rubbish, garbage or trash. Garbage or waste shall be kept in containers for this purpose and hidden from the street-side view.

22. NUISANCES – No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nuisance shall include, but not be limited to loud music, violations of any provisions of these covenants which concern the physical appearance and upkeep of properties, excessive animal noise, or offensive conduct.

23. TENANT & LESSEE COMPLIANCE – Owners will assure that tenant and/or lessees comply with pertinent portions of the associations' covenants and restrictions.

24. COMPLIANCE WITH ALL LAWS – Each owner shall faithfully observe, perform and abide by all governmental laws, statutes, ordinances, rules and regulations applicable to his/her/its lot, including but not limited to all lawful requirements of all health authorities.

Construction of any building, garage, fence or wall and any alterations thereto shall be in accordance with all applicable governmental laws, statutes, ordinances, rules and regulations, including but not limited to building codes, zoning and land use laws.

25. CONVEYANCE – No deed, mortgage, lease, agreement of sale, or other document conveying, mortgaging, leasing, assigning or demising any interest in the above described parcels of land or any part thereof shall be made or delivered unless such document contains, or is expressly made subject to, the same restrictive terms, covenants and conditions as in this indenture set forth.

26. BREACH OF COVENANTS – The foregoing restrictions shall operate as covenants running with the land and the breach of any such covenants or conditions or the continuance of any such breach may be enjoined, abated or remedied by declarants or their successors in interest.

27. OWNERS REQUIREMENT AND ACCEPTANCE – The owner of each of the described lots is required to become a member of the corporation. The owner accepts and agrees to abide and be bound by the terms and provisions of the charter and bylaws of the association, copies of which are attached hereto as Exhibits II and III respectively, and herein incorporated by reference.

Any assessment, special assessment or special individual assessment imposed against an owner as provided in the bylaws of the association shall constitute a lien upon such lot in favor of the association and such lien may be enforced by suit for money judgment or may be foreclosed by the association in the same manner as a real estate mortgage may be foreclosed as set forth in Chapter 667 and Section 501-118, Hawaii Revised Statutes 1959, as the same is now or may hereafter be amended; provided that no action shall be brought to foreclose such a lien arising from an assessment or special assessment unless written notice thereof shall be mailed to the delinquent member of the association and no action shall be brought to foreclose on a lien arising from a special individual assessment unless the owner shall have been provided notice and an opportunity to be heard as set forth in Article XV, Section 10 of bylaws.

28. AGREEMENT OF MEMBERS, ENFORCEMENT – Owners agree that the lot or lots to which their memberships pertain will not be used for any purpose in violation of the provisions of the Declaration of Covenants, Conditions & Restrictions. The corporation may take any lawful action to enforce the foregoing restrictions and all reasonable attorney's fees and costs incurred in so doing may be recorded as a lien against said lots as more fully set forth in Article XV, Section 3 of the bylaws.

29. DEFINITION OF "OWNER" – As used herein, the term "owner" shall include without limitation, the bona fide holder of any deed or agreement of sale for any of said lots. Each and all of said restrictions shall be binding upon and enforceable and effective against any owner whose title is acquired through foreclosure, delinquent property tax sale or trustees' sales, as well as the successors in interest of any such owner.

30. SEVERABILITY – Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

EXHIBIT I

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS refers to those certain parcels of land situated at Waiakahiula, District of Puna, County and State of Hawaii.

The tract of land known as HAWAIIAN SHORES RECREATIONAL ESTATES subdivision and shown on the map thereof filed in the Bureau of Conveyances as File Plan 737, are listed in lot sequence as follows:

Lot Numbers – Inclusive

75 - 89
94 - 109
114 - 129
134 - 151
154 - 155
157 - 170
208 - 217
222 - 233
238 - 251
256 - 271
276 - 293
298 - 307
308 - 317
322 - 331
332 - 343
423 - 430
450 - 459
460 - 474
479 - 488
489 - 505
516
518 - 528
529 - 547
559 - 572
573 - 593
601 - 614
615 - 637
647 - 663
664 - 666
667
668 - 688
695 - 712
713 - 736
743 - 760
761 - 786
795 - 814
815 - 844
853 - 872
873 - 902
911 - 930
931 - 960
969 - 988
989 - 1006
1027 - 1044
1045 - 1076

Third Division, Tax Keys, Inclusive

1-5-100 : 1 - 8 and 13 - 19
1-5-099 : 43 - 50 and 55 - 62
1-5-099 : 23 - 30 and 35 - 42
1-5-099 : 1 - 9 and 14 - 22
1-5-098 : 29 and 31
1-5-098 : 15 - 28
1-5-098 : 1 - 5 and 10 - 14
1-5-102 : 61 - 66 and 71 - 76
1-5-102 : 43 - 49 and 54 - 60
1-5-102 : 23 - 30 and 35 - 42
1-5-102 : 1 - 9 and 14 - 22
1-5-097 : 15 - 24
1-5-103 : 41 - 50
1-5-097 : 1 - 5 and 10 - 14
1-5-103 : 29 - 40
1-5-096 : 17 - 24
1-5-096 : 1 - 5 and 10 - 14
1-5-103 : 1 - 15
1-5-095 : 70 - 74 and 79 - 83
1-5-104 : 64 - 80
1-5-095 : 53
1-5-095 : 47 - 52 and 65 - 69
1-5-104 : 46 - 63
1-5-095 : 22 - 28 and 40 - 46
1-5-104 : 24-44
1-5-095 : 1 - 7 and 15 - 21
1-5-104 : 1 - 23
1-5-095 : 49 - 56 and 63 - 71
1-5-105 : 60 - 62
1-5-094 : 72
1-5-105 : 51 - 59 and 63 - 74
1-5-094 : 25 - 33 and 40 - 47
1-5-105 : 27 - 50
1-5-094 : 1 - 9 and 16 - 23
1-5-105 : 1 - 26
1-5-093 : 85 - 94 and 103 - 112
1-5-106 : 91 - 120
1-5-093 : 57 - 66 and 75 - 84
1-5-106 : 61 - 90
1-5-093 : 29 - 38 and 47 - 56
1-5-106 : 31 - 60
1-5-093 : 1 - 10 and 19 - 28
1-5-106 : 7 - 24
1-5-092 : 55 - 72
1-5-107 : 75 - 106

Lot Numbers – Inclusive

1115 – 1128
1129 – 1158
1163 – 1176
1177 – 1199
1204 – 1217
1218 – 1238
1285 – 1294
1295 – 1316
1321 – 1330
1331 – 1345
1350 – 1359
1360 – 1371
1376 – 1385
1386 – 1395
1434 – 1443
1444 – 1453
1458 – 1467
1468 – 1482
1487 – 1496
1497 – 1515
1528 – 1537
1538 – 1559
1578 – 1585
1586 – 1609
1626 – 1631
1632 – 1655
1670
1672 – 1673
1674 – 1693
1738 – 1739
1740 – 1745
1748 – 1749
1750 – 1797
1813 – 1815
1816 – 1835
1852 – 1857
1858 – 1881
1890 – 1892
1893 – 1905
1918 – 1923
1924 – 1956

Third Division, Tax Keys, Inclusive

1-5-092 : 37 – 43 and 48 – 54
1-5-107 : 45 – 74
1-5-092 : 19 – 25 and 30 – 36
1-5-107 : 22 – 44
1-5-092 : 1 – 7 and 12 – 18
1-5-107 : 1 – 21
1-5-091 : 43 – 52
1-5-108 : 38 – 59
1-5-091 : 29 – 33 and 38 – 42
1-5-108 : 23 – 37
1-5-091 : 15 – 19 and 24 – 28
1-5-108 : 11 – 12
1-5-091 : 1 -5 and 10 – 14
1-5-108 : 1 – 10
1-5-090 : 51 – 60
1-5-109 : 57 – 66
1-5-090 : 37 – 41 and 46 – 50
1-5-109 : 42 – 56
1-5-090 : 23 – 27 and 32 – 36
1-5-109 : 23 – 41
1-5-090 : 1 – 5 and 18 – 22
1-5-109 : 1 – 22
1-5-089 : 100 – 107
1-5-110 : 99 – 122
1-5-089 : 77 – 82
1-5-110 : 75 – 98
1-5-089 : 12
1-5-089 : 9 and 11
1-5-110 : 21 – 32 and 67 – 74
1-5-089 : 5 and 8
1-5-110 : 61 – 66
1-5-089 : 1 and 4
1-5-110 : 1 – 20 and 33 – 60
1-5-088 : 92 – 94
1-5-111 : 84 – 103
1-5-088 : 64 – 69
1-5-111 : 60 – 83
1-5-088 : 45 – 47
1-5-111 : 47 – 59
1-5-088 : 37 and 40 – 44
1-5-111 : 14 – 46