

**RESTRICTIVE COVENANTS  
FOR  
MAUI RANCH ESTATES OWNERS' ASSOCIATION**

RESTRICTIVE COVENANTS AS SET FORTH IN THAT CERTAIN INSTRUMENT DATED MAY 19, 1971, RECORDED IN LIBER 7742 AT PAGE 329, AND AMENDED AS OF JANUARY 1, 1995 AND AUGUST 21, 2014.

**THE VENDEE** hereby covenants with Vendor to pay all assessments and charges of every kind, to whomever assessed or charged.

To keep said property and improvements in good condition and repair, to comply with all laws, ordinances, rules and regulations made by the Maui Ranch Estates Owners' Association Board of Directors applicable to said property, and not to commit or suffer any strip, waste or any unlawful, improper or offensive use of said property, or any act (including negligence) whereby said property or any interest shall be liable to any lien, seizure or attachment (in bankruptcy or otherwise).

"(1) That no more than one single family dwelling house, with not less than 600 square feet on the main floor of said house, together with appurtenant garage and other outbuildings as approved by LUC. Only two buildings shall be used as residences per lot when approved by LUC, with only one kitchen allowed per building.

(2) That no structure of a temporary character, or trailer, basement, tent, shack, or other temporary outbuilding shall be used on said property for more than one year from the date of construction or placement on said lot and shall thereafter be removed at Vendee's expense;

(3) That no used or secondhand lumber shall be used or incorporated in the construction of any improvements to be erected upon the described premises, nor shall there be placed or maintained upon the described premises any "quonset hut" type of building, nor shall there be erected, placed or maintained, upon the described premises any war surplus or abandoned Army or Navy buildings, or any other building or parts thereof which have been previously located on other property;

(4) That roofing materials used on any building shall not be of a type which would reflect the rays of the sun to a degree which would be unreasonably offensive;

(5) No noxious, offensive or unlawful activities shall be carried on upon the described premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;

(6) That the described premises shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material and the premises shall be kept in a clean and sanitary condition;

(7) That no deed, mortgage or lease shall be made or delivered by the Vendee conveying, mortgaging or leasing the said premises, or any part thereof, at any time during the effective period of these covenants unless such deed, mortgage or lease shall contain expressly, or by reference to the document, the same restrictive terms, covenants and conditions as herein set forth, and unless the same is made expressly subject thereto;

(8) That Condominium Property Regimes (CPR) type property division shall not be allowed;

(9) That for any breach or failure in the observance of these covenants or any of them, the Vendor, any owner or owners of one or more of the lots described in said File Plan No. 1155 shall have a remedy against the 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 or failure shall not preclude or prevent the adoption or pursuit of any other remedy thereafter for the same breach or any subsequent breach or failure;

(10) That the covenants above set forth shall be construed as covenants running with the land, shall be and continue in force in perpetuity and shall apply to and bind all of the lots described in said File Plan No. 1155;

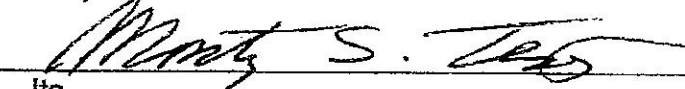
(11) That the invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions which shall remain in full force and effect."

**VENDEE** acknowledges that he has received a copy of a draft of the Charter of Incorporation and a draft of the **By Laws of Maui Ranch Estates Owners' Association** and he /she understands that by virtue of this agreement he/she becomes a member of said Association and will be bound by the terms and provisions of its Charter and By-Laws legally in force including the provisions therein pertaining to the payment of assessments and imposition of a lien upon the property covered by this Agreement to secure the payment of such assessment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**MAUI RANCH ESTATES OWNERS' ASSOCIATION**

By   
Its *President*

By   
Its *Treas.*