

KALUA KOI CORPORATION
745 Fort Street
Suite 901, Hawaii Bldg.
Honolulu, HI 96813

1019966

STATE OF HAWAII
LAND COURT
FILED

80 JUL 1 A 8: 01

ASSISTANT REGISTRAR
NOTED ON CERTIFICATE 208157
BOOK _____ PAGE _____

*Jan 9
10/19/9*

4-15 8:00 PM
11-18

57

RECORDATION REQUESTED BY:

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL () PICKUP ()

SPACE ABOVE THIS LINE FOR REGISTRAR'S

FOURTH
SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
(LOT 68, MAP 9, LAND COURT APPLICATION NO. 1683)

C7
208158

WHEREAS, KALUA KOI CORPORATION, a Hawaii corporation, hereinafter referred to as "DECLARANT", and KEPUHI PARTNERSHIP, a Hawaii partnership, did execute a certain Declaration of Covenants and Restrictions dated October 1, 1976, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 784612 and noted on Transfer Certificate of Title No. 181,964, hereinafter referred to as the "West Molokai Protective Covenants", covering certain parcels of land situated at Kaluakoi and Iloli, Island of Molokai, County of Maui, State of Hawaii, which together with future annexations is to be known as "West Molokai"; and

WHEREAS, DECLARANT previously filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 922290 a "Supplemental Declaration of Covenants and Restrictions (Lots 24 through 40 and 42 through 56, Map 8, Land Court Application No. 1683)"; and as Document No. 928497 a "Second Supplemental Declaration of Covenants and Restrictions (Lots 63 and 66, Map 9, Land Court Application No. 1683)" and as Document No. 943562 a "Third Supplemental Declaration of Covenants and Restrictions (Lots 70 through 85, Map 11, Land Court Application No. 1683); by

which DECLARANT annexed certain lands owned by it in accordance with the West Molokai Protective Covenants; and

WHEREAS, DECLARANT is the fee owner of a certain parcel of land situated at Kaluakoi and Iloli, Island of Molokai, County of Maui, State of Hawaii, being Lot 68, as shown on Map 9 (hereinafter "Property"), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1683, and being the land described in Transfer Certificate of Title No. 208,158; and

WHEREAS, DECLARANT desires to make and record this Declaration annexing Lot 68, as shown on Map 9 of Land Court Application No. 1683, to West Molokai as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Article II of the West Molokai Protective Covenants, DECLARANT may annex land owned by it at the time of such annexation so that it becomes entitled to the benefits and subject to the burdens of the West Molokai Protective Covenants, and DECLARANT may subject the specific property annexed to the West Molokai Protective Covenants to additional or different limitations, restrictions, covenants, and conditions;

NOW, THEREFORE, pursuant to the provisions of Section 2.02 of the West Molokai Protective Covenants, DECLARANT does hereby declare that Lot 68, Map 9 shall be and hereby is annexed to West Molokai, and that said Lot 68 is held and shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to the West Molokai Protective Covenants, and does further hereby declare that the following limitations, covenants, restrictions, and

to said Lot 68 and are in addition
of any covenants and restrictions
Molokai Protective Covenants, except
set forth:

hereby designated a Multiple Family
hereinafter defined.

"Multiple Family Residential Lot" shall mean
a lot used for residential purposes by more
than one family which shall be governed and restricted
to the same extent as a Multiple Family
Residential Lot and restricted under the West
Molokai Covenants, except as set forth herein.

Such lot may be used for any purpose and in any manner which a
Multiple Family Residential Lot may be used under the West
Molokai Covenants, except as set forth herein.

The maximum limitation of each structure on
said Lot 68 shall be two (2) stories.

There shall be a maximum of One Hundred Twenty (120) condominium
units on said Lot 68.

Each unit hereof shall be deemed independent
and the invalidity or partial invalidity or
unenforceability of any provision shall not affect the
validity of any other provision hereof.

This Declaration shall continue and remain
in full force and effect until such time as the West Molokai
Covenants are terminated under Section 8.01 of
the West Molokai Covenants.

IN WITNESS WHEREOF, DECLARANT has executed these

on June, 1980.

KALUA KOI CORPORATION

By Rully E. Boyd
Its Vice-Pres.

By Jo Ann Orahush
Its Assistant Secretary

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU)

SS.

On this 30 day of June, 1980, before me
appeared Phillip E. Boydston and Jo Ann Dornbush
to me known, who, being by me duly sworn, did say that they were
Vice President and Assistant Secretary,
respectively of KALUA KOI CORPORATION, a Hawaii corporation;
that the seal affixed to the foregoing instrument is the corporate
seal of said corporation; that said instrument was signed and
sealed in behalf of said corporation by authority of its Board
of Directors; and said officers acknowledged the instrument to
be the free act and deed of said corporation.

Ann Marie J. Wheeler
Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires 5/14/84