

L-264 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

SEP 05, 2001 09:00 AM

Doc No(s) 2734884

on Cert(s) 574,950 & 575.694

/s/ CARL T. WATANABE
ASSISTANT REGISTRAR

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (x) PICKUP ()

Roger V. Meeker, Attorney at Law
P.O. Box 596

Kamuela, Hawaii 96743

Phone: (808) 885-9696

125091
121921

FHTS

Tax Map Key Nos: (3) 5-2-001-019 (Lot 59)
(3) 5-2-001-001 (Lot 60)
(3) 5-2-001-020 (Lot 61)
(3) 5-2-001-021 (Lot 62)
(3) 5-2-001-022 (Lot 63)

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NIULIIKAI

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, NIULII BY THE SEA LLC, a Hawaii limited liability company, whose principal place of business and post office address is P.O. Box 596, Kamuela, Hawaii 96743, is the owner of those certain parcels of land known as Lots 59, 60, 61 and 63 of Niuliikai Subdivision, which parcels are more particularly described in Exhibit "A" attached hereto and made a part hereof and located in Niulii, District of North Kohala, Island and County of Hawaii, State of Hawaii; being the same land(s) described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 574,950; and

WHEREAS, JOSEPH REIS VITORINO and KELLY ANN VITORINO, husband and wife, whose residence and post office address is 48802 Summit View Terrace, Fremont, California 94539, are the owners of that certain parcel of land known as Lot 62 of Niuliikai

Subdivision, which parcel is more particularly described in Exhibit "A" attached hereto and made a part hereof and located in Niuli, District of North Kohala, Island and County of Hawaii, State of Hawaii; being the same land(s) described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 575,694; and

WHEREAS, the aforesaid owners (hereinafter collectively called "Declarant") comprise one hundred percent (100%) of the fee simple ownership of said Niuliikai Subdivision; and

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Niuliikai, dated February 22, 2001, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2686306 and noted of said TRANSFER CERTIFICATE(S) OF TITLE NO(S). 574,950 and 575,694, which Declaration covers the land(s) described in Exhibit "A" attached hereto (hereinafter called the "Property"), which Property is comprised of the subdivision known as "Niuliikai"; and

WHEREAS, Declarant desires to amend the aforesaid Declaration of Covenants, Conditions and Restrictions for Niuliikai in its entirety by amending and restating the Declaration of Covenants, Conditions and Restrictions for Niuliikai as provided herein; and

WHEREAS, Declarant desires to ensure the attractiveness of the individual "Lots" of Niuliikai, as hereinafter defined, and "Improvements", as hereinafter defined, within said subdivision, and to prevent any future impairment thereof, to prevent nuisances, and to protect, preserve and enhance the values and amenities of said subdivision; and

WHEREAS, Declarant intends to subject said real property, together with such improvements and additions as hereinafter may be made thereto, to the covenants, conditions, restrictions, easements and conditions hereinafter set forth, each and all of which is and are for the benefit of said parcels of land and each owner thereof;

NOW, THEREFORE, in order to promote the uniform and harmonious use and development of the Property, and the mutual compatible use of each Lot within said subdivision, Declarant does hereby declare that each Lot is and shall be held subject to the following covenants restricting the use thereof, and the conditions, liens, charges and assessments hereby imposed, shall run with each Lot, and shall continue to be effective and run with each Lot without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration or covenant with respect thereto by any owner of a Lot or Declarant, that the acquisition of right, title or interest in or with respect to any Lot by any person or entity, whomsoever, shall be deemed to constitute the acceptance of this Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter called "Declaration") by such person or entity, and that any transfer of any right, title or interest in or with respect to any Lot shall be subject to, and the transferee shall assume and be bound by and obligated to observe and perform, the covenants, conditions and restrictions contained in this Declaration.

SECTION I -- DEFINITIONS

In addition to those words defined elsewhere in this Declaration, the following words are defined terms which shall have the following meanings whenever used herein:

- (a) "Condominiumize" means the division of ownership interests in real property pursuant to the Condominium Property Act of the State of Hawaii, Chapter 514A, Hawaii Revised Statutes, as amended.
- (b) "Guest Quarters" means an accessory structure or living area used for guests of the occupants of the primary dwelling on a Lot, as may be permitted by Chapter 25 (Zoning Code) of the Hawaii County Code, as amended.
- (c) "Improvements" mean all buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, poles, mail boxes, exterior light fixtures, signs, and any other structures of any type or kind on or within the Property or a Lot.
- (d) "Lot" or "Lots" means Lots 59, 60, 61, 62 and 63, as described in Exhibit "A" and as shown on the subdivision map attached hereto as Exhibit "B" and incorporated herein by reference.
- (e) "Owner" or "Owners" means the person(s) and/or entity(ies), including Declarant, who has "ownership", as hereinafter defined, of the Lot, either as the owner of the fee simple title thereto, or as the purchaser thereof under an agreement of sale (or a like instrument) filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii. The Owner of a Lot as defined herein shall collectively include all of the person(s) and/or entity(ies) having fee simple interests, including condominium unit interests, in said Lot.
- (f) "Ownership" means the rights with respect to a Lot as held by the owner of the fee simple title thereto, or as held by the purchaser of a Lot under an agreement of sale (or a like instrument), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.
- (g) "Property" means the real property described in Exhibit "A".
- (h) "Additional Dwelling" means any additional dwelling on a Lot, whether attached to or detached from the primary dwelling on a Lot, as may be permitted by Chapter 25 (Zoning Code) of the Hawaii County Code, as amended.

SECTION II -- EFFECTIVE DATE

This Declaration shall be effective upon the filing of this Declaration with the Assistant Registrar of the Land Court of the State of Hawaii (hereinafter referred to as the "Recordation Date").

SECTION III -- NAME OF SUBDIVISION

The parcels of land collectively comprising the subdivision, being Lots 59, 60, 61, 62 and 63, shall be known as either "Niuliikai" or "Niuliikai Subdivision".

SECTION IV -- GOVERNMENT LAND USE REGULATIONS

The covenants, conditions and restrictions hereby imposed upon the Lots by this Declaration are intended to be in addition to and independent of any government land use restriction imposed upon the Lots that regulates the use thereof, and in addition to and independent of any government ordinance, statute, regulation, or the like, that specifies any permitted use for the Lots. The covenants, conditions and restrictions hereby imposed upon the Lots by this Declaration shall be observed and performed, and shall be valid and enforced, even though the same may be more restrictive, or in some respect different from, any government land use restriction imposed upon the Lots, or different from any government ordinance, statute, regulation, or the like, that specifies a permitted use for the Lots.

SECTION V -- PERMITTED AND PROHIBITED USES OF LOTS

(a) **Permitted Activities and Uses.** Each Lot and the Improvements thereon shall be used for such agricultural and residential activities and uses as permitted by applicable State and County land use laws and zoning ordinances not otherwise specifically prohibited by this Declaration.

(b) **Permitted Improvements.** The Owner of a Lot may construct any Improvement(s) as permitted by applicable State and County land use laws and zoning ordinances not otherwise specifically prohibited by this Declaration. No house trailer, mobile home, or other shed or trailer shall be moved to or built upon any part of a Lot without the written authorization of Declarant; PROVIDED, HOWEVER, that temporary construction facilities and/or sheds used either in connection with the construction of the aforesaid permanent structures, or in connection with the condominiumization of a Lot, may be maintained on the Lot as long as any such temporary construction facilities and/or sheds are removed within one (1) month after said permanent structure(s) are completed, and provided, further, that in no event shall such facilities be maintained for a period greater than two (2) years and one (1) month after visible commencement of construction of any permanent structures unless otherwise agreed to by the immediately adjoining Lot Owner(s).

(c) **Additional Dwellings; Condominiumization.** No provision or term of this Declaration is intended to in any way deter or prohibit either (i) the construction of a guest quarters and/or additional dwellings on a Lot as may be permitted by Chapter 25 (Zoning Code) of the Hawaii County Code, as amended from time to time, or (ii) an Owner's right to condominiumize, as the same is hereinabove defined, a Lot into independent ownership units pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended from time to time.

(d) **Further Subdivision.** Nothing in this Declaration is meant to prevent Declarant, or Declarant's successors in interest, from further subdividing Lot 60 or Lot 63. Any additional lots created by the subdivision of either of said Lots shall be considered part of Niuliikai Subdivision, shall be deemed to be separate Lots within Niuliikai Subdivision, and shall be subject to, and benefitted by, the terms and provisions of this Declaration.

SECTION VI -- COMPLETION OF CONSTRUCTION

The construction of any improvement, including any renovation, reconstruction or repair of any improvement, upon a Lot shall be completed within two (2) years after the visible commencement thereof; PROVIDED, HOWEVER, that construction delays or other events which could not have been reasonably anticipated by an Owner prior to the commencement of construction shall constitute valid grounds to extend said two-year requirement for a reasonable time period. Each Owner, and any person on or about a Lot, or using or constructing any Improvements thereon, shall take all reasonable measures to eliminate or reduce any dust or blowing dirt which is or will become an annoyance or nuisance to other persons within the subdivision or other neighboring properties.

SECTION VII -- UNDERGROUND UTILITIES

All utility lines located anywhere within Lots 61 and 62 shall be placed and located entirely underground. All utility lines within Lot 63 which are to be located within two hundred feet (200') of the common boundary line Lot 63 shares with Lot 62 shall be placed and located entirely underground. Utility lines within Lots 59 and 60 may be placed and located either aboveground or underground. Notwithstanding any provisions of this Section to the contrary, water and irrigation pipelines may be located along the surface of the ground.

SECTION VIII -- TRASH, LOT MAINTENANCE, EQUIPMENT

No Lot shall be used or maintained as a dumping ground for fill material, rubbish, trash, garbage or other waste. No such material shall be kept on any Lot, except in sanitary containers. All non-operable vehicles, and all heavy equipment and machinery, must be kept or stored in garaged or other enclosed structures; provided, however, that heavy construction equipment and machinery may be kept or maintained on a Lot during such times that Improvements are actively being constructed. Notwithstanding the foregoing, Owners are permitted to use heavy equipment or machinery on a Lot, and to keep said

equipment and machinery unstored or ungaraged on a Lot, prior to the commencement of construction of any Improvements, provided the following: (1) that said equipment or machinery is used for purposes of the clearing of trash from said Lot or for purposes of otherwise maintaining said Lot; and (2) that the Owner stores said equipment or machinery in a place that is as visually unobtrusive as possible as seen from other Lots. Under no circumstances may any Lot be used as a storage place for heavy equipment or machinery unless said equipment or machinery is being actively used for on-going property clearing and/or construction on said Lot.

SECTION IX -- ANIMALS

All animals kept or maintained on the Project, whether domestic pets, livestock, game and fish, or any other animal or aquatic life propagated for economic or personal use shall be kept and maintained only in a density compatible with neighboring residential and agricultural use and shall be cared for in conformance with practices of good animal husbandry. Without limiting the generality of the preceding sentence, the following restrictions shall apply: (i) no pigs may be kept, bred, raised or otherwise maintained on any Lot; (ii) no pit bull dogs, nor any other dog of more than one-quarter (1/4) pit bull breed, may be kept, bred, raised or otherwise maintained on any Lot; (iii) no commercial dog breeding or commercial dog kennel operations of any nature are permitted on any Lot; provided, however, that this restriction is not intended to disallow a Lot Owner from raising an individual litter of dog pups; (iv) chickens may be kept and raised on any Lot, but each Lot shall be limited to a maximum number of one (1) male chicken (rooster); and (v) commercial poultry operations of any nature are not permitted. Other animals not specifically prohibited herein may be kept on any Lot as long as the animals do not become an annoyance or nuisance to Owners of other Lots. For purposes of this Declaration, the emission of noise or the generation of odors by any animal on a Lot, which noise or odor is readily detectable on any other Lot shall be deemed to be a prohibited annoyance or nuisance.

SECTION X -- FLOODING AND EROSION; EXCAVATION AND FILL

(a) **Flooding and Erosion.** No Owner shall construct or cause to be constructed on any Lot any Improvement which will create a problem of flooding, erosion, or interference with natural water flow or original runoff pattern damaging to such Lot or adjacent properties, nor shall any Owner fail to reasonably act so as to minimize runoff damage or interference with the natural flow of storm waters. Each Owner shall provide for the installation of necessary culverts and drainage facilities upon the Owner's Lot and for keeping the culverts and drainage facilities in good repair. Each Owner shall keep all the drainage facilities and culverts so installed on the Owner's Lot, as well as any other drainage facilities and culverts located on the Owner's Lot, free and unobstructed.

(b) **Excavation and Fill; Grading.** No part of any Lot shall be filled, excavated or otherwise altered as to grade in such manner as to adversely affect drainage of any adjoining Lot. No Owner may engage in and perform any grading or grubbing of their property if such activity would result in excessive water run-off or soil erosion, or would

otherwise adversely affect an adjoining Lot. If such activity on the part of one Owner does result in damage to another Lot, the Owner causing such damage shall be fully responsible for correcting same, and shall do so in a timely manner. No quarrying operations of any nature are permitted on or within any Lot, nor anywhere on or within Niuliikai Subdivision. Grading of a Lot is permitted for purposes of building site preparation, construction of roads and driveways, parking areas, retaining walls or other landscaping, etc., provided that upon the completion of any such grading activity, the subject graded area(s) shall be restored or landscaped in such a manner so as not to leave any unsightly open cuts of ground.

SECTION XI -- NUISANCE

No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become any annoyance or nuisance to an adjoining Owner and/or the neighborhood.

SECTION XII -- ROAD MAINTENANCE AND IMPROVEMENT OF "EASEMENT 24"

(a) **Roadway Maintenance.** Lots 59, 60, 62 and 63 all gain access to Niulii-Mahukona Main Government Road by way of "Easement 24", being a forty-foot (40') wide roadway and easement right-of-way. Said Easement 24 is presently comprised of a graveled roadway. The maintenance and repair of said roadway shall be the shared responsibility of the Owners of said Lots 59, 60, 62 and 63, and decisions as to whether and when to maintain and/or repair said roadway shall require the majority decision of said four Owners; PROVIDED, HOWEVER, that the decision to improve that portion of Easement 24 which is located on the common boundary line between Lots 59 and 63 shall rest solely with the Owner of Lot 63. The costs of maintenance and repair of the roadway uses of said Easement 24 shall be shared by the Owners of Lots 59, 60, 62 and 63 as follows: (i) all roadway costs incurred in connection with that portion of Easement 24 which is located on the common boundary line between Lots 59 and 60 shall be shared equally by the Owners of Lots 59, 60, 62 and 63; (ii) all roadway costs incurred in connection with that portion of Easement 24 which is located on the common boundary line between Lots 59 and 62 shall be shared equally by the Owners of Lots 59, 62 and 63; and (iii) all roadway costs incurred in connection with that portion of Easement 24 which is located on the common boundary line between Lots 59 and 63 shall be paid by the Owner of Lot 63. It is not anticipated that said roadway will require regular maintenance and/or repair which would necessitate regular assessment of the Owners. Accordingly, unless agreed otherwise by the Owners of Lots 59, 60, 62 and 63, said Owners shall pay the costs of said maintenance and/or repair when said costs arise.

(b) **Roadway Improvement.** The decision to further improve the Easement 24 roadway (as opposed to maintaining and/or repairing said roadway in its present condition) shall require the unanimous consent of the Owners of Lots 59, 60, 62 and 63. In the event said owners elect to improve said roadway, said Owners shall share the costs of said improvement in the same manner as set forth in subsection (a) above; PROVIDED, HOWEVER, that notwithstanding any provisions herein to the contrary, the decision to

improve that portion of Easement 24 which is located on the common boundary line between Lots 59 and 63 shall rest solely with the Owner of Lot 63.

SECTION XIII -- OCEANFRONT EASEMENT AREAS

(a) **Maintenance and Upkeep.** Certain oceanfront portions of Lot 60 are subject to perpetual viewplane and access easements in favor of Lots 61, 62 and 63, as provided in that certain Declaration of Viewplane and Access Easements dated February 22, 2001, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2686307. The Owners of Lots 61, 62 and 63 shall each be solely responsible for the maintenance and upkeep of the Lot 60 oceanfront easement area appurtenant to their respective lot.

(b) **Indemnification.** The Owners of Lots 61, 62 and 63 shall each separately indemnify and hold the Owner of Lot 60 harmless from any loss, liability, damage or costs said Owner may incur in connection with injury to person or property in or upon the Lot 60 oceanfront easement area appurtenant to their respective lot.

(c) **Liability Insurance.** The Owners of Lots 60, 61, 62 and 63 shall secure and maintain blanket liability insurance covering said oceanfront easement areas, with minimum coverage of at least \$2,000,000, or such other amount as shall be collectively determined by the Owners of Lots 60, 61, 62 and 63. The cost of said liability insurance coverage shall be shared and paid equally by the Owners of Lots 60, 61, 62 and 63. If a blanket insurance policy collectively covering said oceanfront easement areas as provided herein is not available, each of the individual Lot Owners shall secure and maintain liability insurance covering their lot's respective appurtenant oceanfront easement area. The insurance required under this section shall be purchased from an insurance company authorized to do business in the State of Hawaii. Notwithstanding the foregoing, this provision shall not preclude the right of each Lot Owner to individually insure their Lot's respective appurtenant easement area for their own benefit.

(d) **Consolidation of Oceanfront Easement Areas.** The Owners of Lots 60, 61, 62 and 63 acknowledge that it would be in their mutual interest to be able to consolidate the oceanfront easement areas fronting Lots 61, 62 and 63 with the respective lots to which said easement areas are appurtenant. Said consolidation would likely involve processing a consolidation/resubdivision application with the County Planning Department, as well as processing a Conservation District Use Application (CDUA) with the State Department of Land and Natural Resources, with the intended result being the formal consolidation of said oceanfront easement areas with the respective appurtenant Lots 61, 62 and 63. Accordingly, at the option of the Owner of Lot 63, and anytime subsequent to one (1) year after the date the Owner of Lot 60 receives approval to construct a dwelling within the Conservation-zoned portion of Lot 60, the Owner of Lot 63, either individually or jointly with the Owners of Lots 61 and 62, may elect to commence the aforesaid consolidation/resubdivision and CDUA applications. In said event, the Owners of Lots 60, 61 and 62 shall fully cooperate with the Owner of Lot 63 in connection therewith (said cooperation to include but not be limited to joining in the execution of all appropriate

application forms, documentation, etc.). Any costs associated with said process shall be borne by the Owner of Lot 63.

SECTION XIV -- ALL CONVEYANCES SUBJECT HERETO

All deeds, mortgages, agreements of sale, leases or other conveyances made or delivered by any legal or equitable owner of any Lot or interest therein shall be subject to the same covenants, conditions and restrictions as in this Declaration set forth whether expressly contained in such conveyance, mortgage or lease or not. Notwithstanding the foregoing, every such deed, mortgage, agreement of sale, lease or other conveyance shall contain the following: "Subject, however, to each and all of the covenants, conditions and restrictions contained in that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Niuliikai Subdivision, dated August 1, 2001 and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2734164."

SECTION XV -- DECLARATION TO RUN WITH THE LAND

The covenants, conditions and restrictions contained in this Declaration shall run with the land(s) described in Exhibit "A" attached hereto, and shall inure to the benefit of and be binding on the Declarant and all subsequent Owners of any Lots within the subdivision, their heirs, personal representatives, successors and assigns, unless this Declaration is terminated pursuant to Section XVI herein. This Declaration shall be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, thereby causing this Declaration to become an encumbrance on the properties described in Exhibit "A" attached hereto.

SECTION XVI -- VIOLATION AND ENFORCEMENT OF DECLARATION

Each Owner who has been injured, or may be injured, by a violation, or by a threatened violation, of any restriction, covenant or condition contained in this Declaration may bring an action against the violating Owner, in his own name and right for any appropriate judicial relief that may be available, including but not limited to injunctive relief, specific performance and damages. The failure of an Owner to require, in any one or more instances, a strict performance of or compliance with any of the limitations, restrictions, conditions or covenants herein contained by another Owner, or to exercise any right given to such Owner, or to serve or receive any notice, or to institute any action, shall not be construed as a waiver or relinquishment of such limitation, restriction, condition or covenant or right, but the same shall continue and remain in full force and effect. Nothing herein shall be construed or interpreted to impose a duty upon Declarant to enforce the provisions hereof.

SECTION XVII -- TERM OF DECLARATION


This Declaration shall continue in effect for a term of twenty (20) years from the Recordation Date; thereafter, this Declaration shall be automatically renewed for successive periods of ten (10) years unless, before the commencement of any such ten-year period, not less than the Owners of eighty percent (80%) of the Lots within Niuliikai Subdivision execute and record an appropriate instrument which terminates this Declaration.

SECTION XVIII -- AMENDMENT OF DECLARATION

This Declaration may be otherwise amended at any time by recording in the Bureau of Conveyances of the State of Hawaii or filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii an instrument signed by all of the Owners of not less than seventy percent (70%) of the Lots within Niuliikai Subdivision, which instrument shall set out the provisions of said amendment, and said recording of the amendment shall be conclusive evidence of the amended Declaration.

IN WITNESS WHEREOF, the Declarant has duly executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Niuliikai dated the 1st day of August, 2001.

NIULI BY THE SEA LLC,
a Hawaii limited liability company,

By 
ROGER V. MEEKER, Manager


JOSEPH REIS VITORINO



KELLY ANN VITORINO

Declarant(s)

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

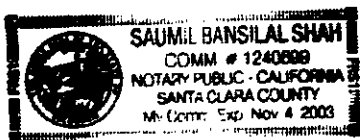
On this _____ day of AUG 31 2001, 2001 before me appeared ROGER V. MEEKER, to me personally known, who, being by me duly sworn, did say that he is the Manager of NIULII BY THE SEA LLC, a Hawaii limited liability company, that the foregoing instrument was signed in the name of and in behalf of said NIULII BY THE SEA LLC, and said ROGER V. MEEKER acknowledged that he executed the same as the free act and deed of said NIULII BY THE SEA LLC.

MONIQUE M. EDWARDS
NOTARY PUBLIC, STATE OF HAWAII
COMMISSION EXPIRES: 11/4/2002


Notary Public, State of Hawaii
Printed Name: _____
My commission expires: _____ L.S.

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS:

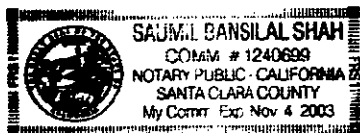
On this 27th day of August, 2001, before me personally appeared JOSEPH REIS VITORINO, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/~~she/they~~ executed the same as his/~~her/their~~ free act and deed.



Saumil Bansilal Shah
Notary Public, State of California
Printed Name: SAUMIL B. SHAH
My commission expires: 11/04/2003

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS:

On this 27th day of August, 2001, before me personally appeared KELLY ANN VITORINO, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/~~she/they~~ executed the same as his/~~her/their~~ free act and deed.



Saumil Bansilal Shah
Notary Public, State of California
Printed Name: SAUMIL B. SHAH
My commission expires: 11/04/2003

EXHIBIT "A"

LOTS 59, 60, 61, 62 and 63, more particularly described as follows:

All of that certain parcel of land situate at Makapala, District of North Kohala, Island and County of Hawaii, State of Hawaii, being LOT 59, area 20.000 acres, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1332 of Kohala Sugar Company; being a portion of the lands described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 574,950.

All of that certain parcel of land situate at Makapala, District of North Kohala, Island and County of Hawaii, State of Hawaii, being LOT 60, area 64.184 acres, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1332 of Kohala Sugar Company; being a portion of the lands described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 574,950.

All of that certain parcel of land situate at Makapala, District of North Kohala, Island and County of Hawaii, State of Hawaii, being LOT 61, area 9.063 acres, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1332 of Kohala Sugar Company; being a portion of the lands described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 574,950.

All of that certain parcel of land situate at Makapala, District of North Kohala, Island and County of Hawaii, State of Hawaii, being LOT 62, area 22.981 acres, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1332 of Kohala Sugar Company; being a portion of the lands described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 575,694.

All of that certain parcel of land situate at Makapala, District of North Kohala, Island and County of Hawaii, State of Hawaii, being LOT 63, area 47.624 acres, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1332 of Kohala Sugar Company; being a portion of the lands described in and covered by TRANSFER CERTIFICATE OF TITLE NO. 574,950.

EXHIBIT "B"

NIULIUKAI SUBDIVISION (Lots 59, 60, 61, 62 and 63)

