



R-484

STATE OF HAWAII
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/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

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Return By Mail (☒) Pickup () To:TG: A 329042-PPiliwale Partners LLC
187 Haulani Street
Pukalani, HI 96768

R/S

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KIA KUNO AKATax Map Keys: (2) 3-9-035:001 & (2) 3-9-035:002 Total Pages: 8**Title Of Document: FIRST AMENDMENT OF DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HONU ALAHELE****Declarant: PILIWALE PARTNERS LLC, a Hawaii limited liability
company****Grantee: PILIWALE PARTNERS LLC, a Hawaii limited liability
company, having an address at
187 Haulani Street, Pukalani, June 96768****FIRST AMENDMENT OF DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR HONU ALAHELE**

THIS AMENDMENT, dated this 16th day of June, 2003, executed by PILIWALE PARTNERS LLC, a Hawaii limited liability company, having an address at 187 Haulani Street, Pukalani, HI 96768, (hereinafter called "Declarant"), is hereby submitted to amend that certain DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HONU ALAHELE, dated March 10, 2003, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-048551 (hereinafter called the "Declaration").

Declarant and two officers of the Association, pursuant to Article 8.1 of the Declaration, hereby amend the Declaration as follows:

1. Paragraph 1.16 is deleted in its entirety and replaced with the following:

1.16. **Notice of Nonconformance.** "Notice of Nonconformance means a written notice by the Honu Alahele Architectural Committee which may be recorded against a Lot which discloses any of the following: improvements on, or alterations of, a Lot have not been approved; such approval has been revoked; such improvements or alterations have not been completed in accordance with approved plans, specifications and other submissions to the Architectural Committee; such improvements or alterations have not been completed within the pertinent time period; or such improvements or alterations have not been maintained pursuant to this Declaration, the Design Rules or the Architectural Committee Rules.

2. The following Paragraph 1.25 is inserted into the Declaration:

1.25. **Architectural Committee.** The term "Architectural Committee" shall mean the committee created pursuant to Article 28.

3. The following Paragraph 1.26 is inserted into the Declaration:

1.25. **Architectural Committee.** The term "Architectural Committee Rules" shall mean the rules promulgated by the Architectural Committee pursuant to section 28.5.

4. The following Paragraph 2.5 is inserted into the Declaration:

2.5. **Compliance with Architectural Committee Rules.** Absolutely no excavation or alteration of any Lot, and no construction or alteration of any improvement thereon, may be undertaken on any Lot without the prior approval of the Architectural Committee pursuant to Article 28 of this Declaration.

5. The reference to the "Water System" in Section 9.1 is deleted.

6. The words "Prior to construction of a dwelling" found at the beginning of the first sentence of Section 13.1 are deleted and replaced with the words "At all times".

7. Article 22 is deleted in its entirety and replaced with the following:

ARTICLE 22
NOTICES, DELIVERY

22.1. **Notices**. Any notice or other document permitted or required by this Declaration to be delivered may be delivered either personally, by fax or by mail. If delivery is to be made by mail, it shall be deemed to have been delivered to the Association twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Association c/o the managing agent or at any other address designated by the Association from time to time by written notice to the Owners, and shall be deemed to have been delivered to the Architectural Committee or to the architect member of the such Committee twenty-four (24) hours after a copy of the same has been deposited in the same manner addressed to the Architectural Committee in care of the Association at the Association's then current address. The post office address of an Owner shall be the street address of the Lot of such Owner, or, if no Residence shall be constructed thereon, to such address given for such Owner in the sales contract or deed covering such Lot and delivery by mail shall be deemed complete to an Owner twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Owner at such address.

22.2. **Delivery**. Delivery to any member of the Board shall be deemed adequate delivery to the Association and delivery to the architect member of the Architectural Committee shall be deemed adequate delivery to the Architectural Committee.

8. The following Article 28 25 is inserted into the Declaration:

ARTICLE 28
ARCHITECTURAL COMMITTEE

28.1. Organization. There shall be an Architectural Committee consisting of three (3) persons.

28.2. Designation of Members and Terms of Office.

28.2.1 Initial Members. The initial members of the Architectural Committee shall be appointed by Declarant. At all times, at least one (1) member of the Architectural Committee shall be an architect licensed to practice architecture in the State of Hawaii in accordance with the requirements of Chapter 464, Hawaii Revised Statutes. No other member shall be required to meet any qualifications for membership on the Architectural Committee, except that any member other than an architect member or the members appointed by Declarant shall also be an Owner. Unless otherwise decided by the Board, all members of the Architectural Committee must live on Maui.

28.2.2. Terms of Office. Each member of the Architectural Committee shall hold office until such time as he or she has resigned, has been removed or has had a successor appointed, as set forth herein.

28.2.3. Appointment and Removal. Until such time as the Lot Owners other than Declarant own ninety percent (90%) or more of the Lots within the Project, the right to appoint and remove all members of the Architectural Committee shall be, and is hereby, vested solely in Declarant, unless prior to said time Declarant waives its rights hereunder by notice in writing to the Association. Such members may be removed with or without cause. When Declarant waives or no longer has the right to appoint and remove the members of the Committee, such right shall be vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the specification in the minutes of the Association of each new Architectural Committee member appointed and each member replaced or removed from the Architectural Committee. Each member of the Architectural Committee shall serve for a term not to exceed three years, but may be reappointed upon expiration of the term.

28.2.4. **Resignations.** Any member of the Architectural Committee may at any time resign from the Committee upon written notice delivered to Declarant or to the Board, whichever then has the right to appoint members.

28.2.5. **Vacancy.** Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint members.

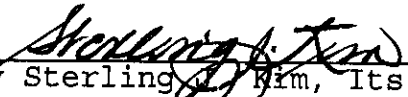
28.3. **Duties.** It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, the Design Standards, the Articles and the By-Laws, to adopt Architectural Committee Rules, to perform such other duties delegated to it by the Association and to carry out all other duties imposed upon it by this Declaration.

28.4. **Meetings.** The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. A quorum of the Architectural Committee shall consist of two members, one of whom shall be an architect member. The vote or written consent of a majority of members present shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration, the Design and Construction Standards, the Articles or the By-Laws; provided, however, that at least one (1) member of the majority is an architect member of the Architectural Committee. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise, and a copy thereof shall be filed with the Secretary of the Association and maintained with the minutes of the Board. The Architectural Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Committee function and the architectural members shall in addition receive reasonable fees for professional services rendered. Such fees shall be charged by the Architectural Committee and shall be provided for in the rules promulgated pursuant to Subsection 28.5.

28.5. **Architectural Committee Rules.** The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Committee Rules." Said Architectural Committee Rules shall interpret and implement the provisions of this Declaration and the Design Standards by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project; provided, however, that said Architectural Committee Rules shall not be in derogation of the minimum standards required by this Declaration or the Design Standards. A copy of the Architectural Committee Rules, as they may from time to time be adopted, amended or repealed, certified by an architect member of the Architectural Committee, shall be made available at all times at the office of the Association and at the office of Declarant (for so long as Declarant shall be appointing or nominating a majority of the Board members) and at the office of the architect member of the Architectural Committee, for the inspection of any Owner, architect or agent of the Owner or architect. Any party requesting copies or duplicates shall pay a reasonable fee for the same.

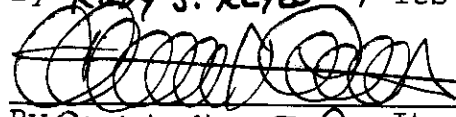
IN WITNESS WHEREOF, Declarant and two officers of the Association have executed these presents the day and year first above written.

Declarant, PILIWALE PARTNERS LLC, a Hawaii limited liability company,


By Sterling Kim, Its Manager

HONU ALAHELE HOMEOWNERS ASSOCIATION


By RUDY S. REYES, Its Secretary


By Christopher F. Cainelli, Its President

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 12th day of June, 2003, before me appeared Sterling J. Kim, to me personally known, who being by me duly sworn, did say that he is a manager of PILIWALE PARTNERS LLC, a Hawaii limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its managers, and the said registered agent acknowledged said instrument to be the free act and deed of said limited liability company.

Joel E. Richman
Joel E. Richman
Notary Public, State of Hawaii
My commission expires: 6/4/06

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 16 day of June, 2003, before me appeared Rudy S. Reyes and Christopher F. Carroll, to me personally known, who being by me duly sworn, did say that they are the Secretary and President of HONU ALAHELE HOMEOWNERS ASSOCIATION, a Hawaii non-profit corporation, and that said instrument was signed on behalf of said corporation by authority of its directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

Lisa Ann M. Kalawaia

Notary Public, State of Hawaii
My commission expires:

Lisa Ann M. Kalawaia
Expiration Date: April 1, 2005

L.S.