

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** – Before any building, garage or wall is erected upon any lot or alteration made thereto, two sets of plans and specifications, one of which shall be the job site copy relating to said construction work, shall be submitted to the Architectural Committee of the Hawaiian Shores Community Association along with the building permit. The job site copy and building permit will be returned.
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, their successors or assigns, nor any member of the association of 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. **DISPUTES** – In the event of any dispute between owners as to whether any use or proposed use complies with the conditions hereof relating to the use of the property, the same shall be submitted to the Architectural Committee whose decision shall be final.
7. **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.
8. **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 shall be of all new materials, no used buildings shall be placed on any lot
 - e. All structures/antennas shall be kept from street view with a decorative screen, i.e., trees, massed shrubbery, hedge fence.

- f. Structure or satellite antennas existing prior to the enactment of this proposal shall be exempt from change except for the decorative screening requirement.
- g. Determination of allowable uses other than that described above shall be made through the Architectural Committee to the Board of Directors.
9. **PARKING AREAS** – Every residence shall have a minimum of a 2 car off-street parking area; one of which shall be a carport or a garage. All inoperable vehicles or vehicles under repair and/or restoration shall be kept only in the carport or garage. Street side easements may be used for parking only during special occasions.
10. **MINIMUM AREA** – No dwelling shall be erected upon said lots which contains less than 1,000 square feet of living floor space, exclusive of porches, lanais and garages.
11. **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.
12. **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.
13. **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.
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.
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 with concrete or asphalt during or prior to completion of a permanent structure and be a minimum of 12 feet wide at the street joining.
17. **ROOFS** – All metal roofing material shall be painted.
18. **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.
19. **SIGNS** – No sign of any kind shall be displayed to the public view on any of said lots except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sale period.
20. **TRASH, GARBAGE, WASTE** – Owners will not accumulate on their lot, any junked or inoperable vehicle, rubbish or trash. Garbage or waste shall be kept in containers, all storage or disposable equipment and/or systems shall be kept in a clean and sanitary condition.
21. **MAINTENANCE & REPAIR** – Each lot and/or home shall be maintained in such a manner as to prevent it from falling to disrepair and/or becoming unsightly or a hazard. Owners will be responsible for the removal of trees and/or roots growing within easements which are causing problems to the water system or roads.
22. **TENANT & LESSEE COMPLIANCE** – Owners will assure that tenant and/or lessees comply with pertinent portions of the associations' covenants and restrictions.
23. **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.

24. 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.

25. BREACH OF COVENANTS, EASEMENTS – 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. Any obstructions on waterline easements will be removed at the expense of the owner should it be necessary to gain access to waterlines for repair, replacement, etc.

26. 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 867 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.

27. 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.

28. 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.

29. 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.