

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
NEWTOWN ESTATES AT WAIMALU, HAWAII

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MASTER DECLARATION OF COVENANTS,
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NEWTOWN ESTATES AT WAIMALU, HAWAII

PREAMBLE

This Declaration made this 26 day of May, 1972, by OCEANVIEW VENTURES, a Limited Partnership, with offices and post office address at 2024 N. King Street, Honolulu, Hawaii, by its Authorized General Partners SHIGERU HORITA and IWAO KISHIMOTO, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter referred to as the "Declarant,"

WITNESSETH THAT :

WHEREAS, OCEANVIEW VENTURES, a Limited Partnership, is the owner in fee simple of all those certain parcels of land situate at Waimalu, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit "A" attached hereto, and desires to develop same as the NEWTOWN ESTATES in the manner hereinafter described;

WHEREAS, OCEANVIEW VENTURES desires to preserve the natural beauty and distinctive terrain features and wooded areas of NEWTOWN ESTATES, and develop and create thereon a residential complex of single family detached homes, townhouses, and multi-family apartment units in low, medium and high rise buildings, offering the

maximum natural environmental values and amenities of open spaces, park and playground recreational common properties and facilities for the welfare, enjoyment and convenience of the Owners of Lots in NEWTOWN ESTATES, all in accordance with the general plan of development therefore filed with the City and County of Honolulu;

WHEREAS, OCEANVIEW VENTURES, for the preservation and maintenance of such values and amenities, desires to subject the NEWTOWN ESTATES to the covenants, restrictions, easements, charges and liens, hereinafter set forth for the benefit of NEWTOWN ESTATES and the Owners of Lots in NEWTOWN ESTATES;

WHEREAS, the development of NEWTOWN ESTATES will be undertaken in progressive stages in incremental development units, each incremental

development unit being identified and developed in accordance with the general land classification, permitted uses and density, defined and permitted by the applicable laws, ordinances and rules and regulations applicable thereto and in accordance with the provisions of this Declaration.

WHEREAS, OCEANVIEW VENTURES has deemed it desirable, for the efficient preservation of the values amenities in NEWTOWN ESTATES, to create an agency in the form of a community association to which should be charged, delegated and assigned the powers to maintain and administer the community properties and common facilities and to collect and disburse the assessments and charges hereinafter provided;

WHEREAS, OCEAN VENTURES has incorporated under the provisions of Chapter 416, Section 416-19 and Section 416-20 of the Hawaii Revised Statutes, a non-profit corporation, the NEWTOWN ESTATES COMMUNITY ASSOCIATION for the purposes to exercise and generally perform all of the functions and purposes aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the NEWTOWN ESTATES Restrictions, meaning the limitations, restrictions, covenants and conditions set forth in this Declaration, all purpose of enhancing and protecting the value, desirability and attractiveness of the properties. These limitations, restrictions, be binding upon all parties having or acquired any right, title or interest in and to the described property or any part thereof, and each successor interest of such Owner.

ARTICLE I

DEFINITIONS

Unless the context in the NEWTOWN ESTATES Restrictions otherwise specifies or requires, the terms defined in this Article I shall for all purposes of the NEWTOWN ESTATES Restrictions have the meanings herein specified:

Architect: Shall mean a person registered to practice architecture in the State of Hawaii under the authority of Chapter 464, Hawaii Revised Statutes, or Registered pursuant to the provisions of the state laws of the state of his domicile.

Association: Shall mean the NEWTOWN ESTATES COMMUNITY ASSOCIATION, a non-profit corporation described in Article V, and its successors and assigns.

Board: Shall mean the Board of Directors of the Association.

By-Laws: Shall mean the By-Laws of the Association which have been or shall be duly adopted substantially in the form attached hereto as Exhibit C and incorporated herein, as such By-Laws may from time to time be amended.

Charter: Shall mean the Charter of Incorporation of the Association granted or to be granted pursuant to Chapter 416, Hawaii Revised Statutes, substantially in the form attached hereto as Exhibit B and incorporated herein, as such Charter may from time to time be amended.

Common Area: Shall mean all of the property which has been conveyed in fee to the Association, pursuant to the provisions hereinafter set forth, together with all of the improvements from time to time constructed thereon.

Condominium: Shall mean a Horizontal Property Regime as defined in Chapter 514, Hawaii Revised Statutes.

Cost of Living Index: Shall mean the "Consumer Price Index-United States City Average for Urban Wage Earners and Clerical Workers-All Items," which is published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

Cotenancy Area: Shall mean any real property conveyed to the Owners of more than one lot to be held as tenants in common and to be used by such Owners jointly, including, without limitation, roads, parks and open spaces. A cotenancy area shall not

be deemed a separate lot as herein defined. The interest of an Owner in a cotenancy area shall be deemed appurtenant to the lot owned by such Owner.

Declarant: Shall mean OCEANVIEW VENTURES, a Limited Partnership, its successors and assigns.

Architectural Committee: Shall mean the Committee created pursuant to Article IV hereinafter set forth, whose duty shall be to consider and act upon all proposals and plans relative to architecture, design and landscaping in NEWTOWN ESTATES.

Architectural Committee Rules: Shall mean those rules adopted by the Architectural Committee pursuant to Section 4.04 of Article IV.

Excavation: Shall mean any disturbance of the surfaces of the land (except temporarily for planting) which results in removal of earth or rock for a depth of more than eighteen inches.

File or Filed: Shall mean with respect to any subdivision map, which has been filed in the Bureau of Conveyances of Hawaii or in the Office of the Assistant Registrar of the Land Court.

Fill: Shall mean any addition of rock or earth materials to the surface of land which increases the previous elevation of such surface by more than eighteen inches.

Fiscal Year: Shall mean the year from September 1st to August 31st.

Garage: The term "garage" shall include a carport.

Improvements: Shall include buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, planted trash surrounds, poles, signs and any other structures of any type or kind.

Lot: Shall mean any lot designated on a subdivision or any development map for residential use, or, with respect to any condominium, an apartment of such condominium, or respect to any townhouse, apartment house, duplex, or multiple dwelling, in a low, medium, or high rise buildings, a complete residential unit, and in each case, except when clearly contrary to the context, shall include all improvements thereon. Upon the splitting of any lot pursuant to Section 7.04, the term "lot" shall mean each parcel, condominium apartment, or residential unit, into which such lot has been split. Upon the consolidation of two or more lots, pursuant to Section 7.04 the term "lot" shall mean the parcel consisting of the lots so consolidated.

Maintenance Assessment: Shall mean any assessment levied pursuant to Section 6.02.

Manager: Shall mean the person or corporation appointed as such, pursuant to Section 5.05.

Newtown Estates Rules: Shall mean the rules from time to time in effect pursuant to the provisions of Section 5.06.

Newtown Estates: Shall mean all of the real property referred to in Section 2.01, together with such real property from time to time annexed thereto pursuant to the provisions of Section 2.02.

Newtown Estates Restrictions: Shall mean with respect to all property within NEWTOWN ESTATES, the limitations, restrictions, covenants and conditions set forth in this Declaration, as such Declaration may from time to time be amended, and with respect to any property within NEWTOWN ESTATES which is annexed pursuant to Section 2.02, as such Declaration may from time to time be supplemented or modified by the provisions of a declaration, if any, filed with respect to such property, pursuant to paragraph (a) of Section 2.02.

Notice: Shall mean a notice delivered pursuant to Section 7.09.

Operating Fund: Shall mean the fund created pursuant to Section 6.01

Owner: Shall mean the person or persons, corporation or corporations, or other legal entity or entities, as set forth in Section 5.02, provided, however, that:

(a) For the purpose of limitations and restrictions set forth in Article III, "Owner" shall not include the Declarant with respect to any lots owned by the Declarant; and

(b) "Owner" shall include for the purposes of Article III, unless the context otherwise requires, family, invites, licenses and lessees of and Owner.

Private Area: Shall mean any real property conveyed to an Owner (other than the Declarant or the Association) by means of a deed, together with all improvements from time to time constructed thereon.

Record and Recorded: The terms "record" and "recorded" shall mean with respect to any document, that such document has been recorded in the Bureau of

Conveyances of Hawaii or filed in the Office of the Assistant Registrar of the Land Court of Hawaii or both.

Recreational Facility: The term "recreational facility" shall mean any improvement used for or in connection with any recreational purpose or activity, interpreted broadly to include without limitation, park and playground facilities, riding stables and trails, tennis courts, community gathering halls and auditoriums, hobby centers, arts and crafts centers, swimming and other pools.

Residence: Shall mean a single-family dwelling used for residential purposes, together with any garage, carport or similar outbuilding appurtenant thereto, whether or not a part of the same structure.

Road: Shall mean any paved vehicular way constructed within or upon any portion of the common area or restricted common area, except any apron or other paved area constructed for the purpose of providing paved access from such way to any private area.

Special Assessment: Shall mean any assessment levied pursuant to Section 6.03.

Subdivide: Shall mean the division of any lot into two or more parcels, condominium apartments, or residential units.

Subdivision Map: Shall mean any map recorded in the Bureau of Conveyance or filed in the Office of the Assistant Registrar or of the Land Court.

Visible from Neighboring Property: Shall mean, with respect to any given object or activity, that such object or activity is or would be in line of sight originating from any point six feet above any adjoining property, excluding contiguous property owned by the Owner of the property involved, but including common area and streets, assuming that such adjoining property has an elevation equal to its actual elevation or the highest elevation of

the ground surface of that portion of the property upon which such object or activity is located, whichever elevation is the lower.

ARTICLE II

NEWTOWN ESTATES PROPERTY SUBJECT TO NEWTOWN ESTATES RESTRICTIONS

Section 2.01: Initial Development. The initial development shall be all of the property described in Exhibit A attached hereto and made a part hereof, and the same shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the NEWTOWN ESTATES Restrictions. Said property, together with such other real property from time to time annexed thereto and made subject to NEWTOWN ESTATES Restrictions pursuant to Section 2.02 shall constitute NEWTOWN ESTATES.

Section 2.02: Annexation of Subsequent Developments. The Declarant may, pursuant to the following provisions of this section, from time to time and its sole discretion, annex to NEWTOWN ESTATES all or any part of the real property (not then constituting a part of NEWTOWN ESTATES) owned by it at the time of annexation and situated in Waimalu, City and County of Honolulu, State of Hawaii. The Association may also annex adjacent property upon approval by an affirmative vote of 3/4ths of all Class A members and by the Class B member, if any, a meeting duly called for this purpose, written notice of which shall have been sent to all members not less than 30 days in advance of the meeting, setting forth the purpose of the meeting.

(a) The annexation of such property shall become effective when and only when the last of each of the following event occurs:

(1) Declarant or Association shall have recorded a declaration, which may consist of more than one document, and which shall among other things (aa) describe the real property to which it is to be so annexed to NEWTOWN ESTATES: (bb) set forth or refer to such additional or other limitations, restrictions, covenants and conditions applicable to such property as provided in paragraph (c) below; and (cc) declare that such property is held and shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to NEWTOWN ESTATES Restrictions; and

(2) With respect to the real property described in such declaration, Declarant or Association shall have filed a subdivision map.

(b) Upon the annexation becoming effective, the property covered by such annexation shall become and constitute a part of NEWTOWN ESTATES.

(c) Any provision herein to the contrary notwithstanding, the declaration referred to in paragraph (a) above may, with respect to all or any part of the property described in such declaration, provide for or refer to one or more documents creating any or all of the following:

(1) Such new land classifications not then provided for in Section 3.01 and such limitations, restrictions, covenants and conditions with respect to

the use thereof as Declarant may deem to be appropriate for the development of such property;

(2) With respect to the land classification provided for in Section 3.01 such additional or different limitations, restrictions, covenants and conditions with respect to the use thereof as Declarant may deem to be appropriate for the development of such property, provided, however, that such additional or different limitations, restrictions, covenants and conditions applicable to common areas lying within such property shall not discriminate between Owners of their guest, or between Owners of such property and other Owners of any other property with in NEWTOWN ESTATES, and/or

(3) A Declaration of Restrictions, subordinated to NEWTOWN ESTATES Restrictions and applicable exclusively to a specified area.

The NEWTOWN ESTATES Restrictions as applicable to such property upon the annexation thereof unto NEWTOWN ESTATES, shall be deemed to include any and all additions and modification thereto authorized by subparagraphs (1) and (2) above and set forth or referred to in such said declaration.

(d) No property, except that described in said Exhibit A and hereby made subject to the NEWTOWN ESTATES Restrictions and except that specifically annexed as hereinbefore provided shall be deemed subject to the NEWTOWN ESTATES Restrictions, whether or not shown on any subdivision map filed by Declarant or described or referred to in any document executed and/or recorded by Declarant. No designation or any parcel, lot or other area on any map filed by Declarant as private area, common area, cotenancy area, road, street, school or park or as any other type of parcel, lot or area, shall be deemed to be a dedication or commitment or representation that such parcel, lot or area is or will be used, devoted to or restricted to such use, except with respect to parcels, lot or areas specifically described in said Exhibit A, or specifically later annexed as aforesaid, and so designated on a subdivision map for such use, nor shall any Owner, or the public, or any public body or agency or any other person acquire any interest or rights therein by reason of such designation or filing, except as aforesaid. Nothing herein or in any amendment hereto shall be deemed to be a representation, warranty or commitment that the Declarant will commit or subject to the NEWTOWN ESTATES Restrictions any land it may now own or hereafter acquire other than that described in said Exhibit A or such amendment.

ARTICLE III

LAND CLASSIFICATIONS AND RESTRICTIVE COVENANTS

Section 3.01: Land Classifications. All land within NEWTOWN ESTATES has and shall be classified into the following areas:

- (a) Private Area;
- (b) Common Area;
- (c) Cotenancy Area;

Section 3.02: Private Area-Uses: Restriction. Each lot in the private area shall be for the exclusive use and benefit of the Owner thereof, subject, however, to all of the following limitations and restrictions:

(a) The Association, or its duly authorized agents, shall have the rights set forth in Section 5.05 with respect to each lot.

(b) No improvement or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by the Declarant to an Owner, shall be made or done except upon strict compliance with and within the restrictions of the provisions of Section 3.03.

(c) Each lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such lot, provided, however, that nothing in this paragraph (c) shall be deemed to prevent:

(1) Any artist, artisan or craftsman from pursuing his artistic calling upon the lot, if such artist, artisan or craftsman also uses such lot for residential purposes, is self-employed and has no employees working on such lot, and does not advertise or offer any product or work of art for sale to the public upon or from such lot;

(2) The leasing of any lot from time to time by the Owner thereof, such subject, however, to all of the restrictions of the NEWTOWN ESTATES Restrictions.

(d) Each lot and any and all improvements from time to time located thereon shall be maintained by the Owner thereof in good and clean condition and repair and in such manner as not to create a fire, safety or health hazard to NEWTOWN ESTATES or any part thereof, all at such Owner's sole cost and expense. The Owner of each lot will maintain in good repair any fence or wall along any street boundary of his

lot which had been erected by Declarant, and will also maintain any fence or wall on his lot erected by Declarant or within two feet of any common boundary between his lot and his

neighbor's lot, unless he and his neighbor shall agree to demolish and remove the same. Each neighbor with a fence or wall along such a common boundary shall be liable to his neighbor for half the cost of maintenance or repair of such fence or wall incurred by such neighbor.

(e) No exterior speakers, horns, whistles, bells or other sound devices, except security of the lot and improvements thereon, shall be placed or used upon any lot.

(f) No animals shall be maintained on any lot other than a responsible number of generally recognized house pets kept for the Owner's personal pleasure and not for sale or other commercial purposes. No fowl, other than canaries, parakeets and other song birds shall be maintained on any lot. No animals or fowl shall be permitted which are a nuisance to neighbors.

(g) No signs whatsoever, including without limitation, commercial, political or similar signs, visible from neighboring property shall be erected or maintained on any lot except:

(1) Such signs as may be required by legal proceedings;

(2) Residential identification signs of a combined total face area of one square foot or less for each resident;

(3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen; and

(4) Not more than one "For Sale" or "For Rent" sign having a maximum face area of three square feet, such sign to refer only to the premises on which it is situated.

(h) No house trailer, mobile home, permanent tent or similar facility or structure shall be kept, placed or maintained upon any lot at any time, provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters of facilities maintained for a period not to exceed one year during and used exclusively in connection with the construction of any work or improvement permitted in Section 3.03.

(i) No truck of more than one ton capacity shall be kept, placed or maintained upon any lot in such a manner that such truck is visible from the adjoining street, provided, however, that the provisions of this paragraph shall not apply to construction equipment maintained for a period not to exceed one year during and used exclusively in connection with the construction of any work or improvement permitted by Section 3.03.

(j) No accessories, structures or buildings shall be kept, placed or

maintained upon any lot prior to the construction to the main structure of the residence, provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained for a period not to exceed one year during and used exclusively in connection with the construction of the main structure of the residence.

(k) No trailer, vehicle or boat shall be constructed, or reconstructed, placed or maintained upon any lot in such a manner that such construction, reconstruction or repair is visible from neighboring properties, nor shall any vehicle not in good operating condition be maintained upon any lot so as to be visible from any adjoining streets, provided that nothing in paragraph shall prevent an Owner from performing maintenance work or minor repairs on his own trailer, vehicle or boat in his garage. Without limitation to any other remedy set forth in this Declaration, the Association, by its agents, shall have the right to enter upon any lot where any automobile is being repaired or is being maintained which is not in good operating condition, and to remove such automobile to a public dump, a repair shop, or a storage yard and the Owner of that lot shall be responsible for all costs involved (whether or not he be the owner of the automobile) and shall pay to the Association all costs incurred, and the Association and its agents shall not be liable for trespass or for conversion or for any damages to such automobile or for the taking of the same.

(l) No garbage or trash shall be permitted on any lot except in closed receptacles screened from view from any adjoining street, and no accumulated waste plant materials will be permitted on any lot, except as part of an established compost pile maintained in such a manner as not to be visible from neighboring property.

(m) No open storage of furniture, fixtures, appliances and other goods and chattels not in active use will be permitted so as to be visible from neighboring property, and outside clothes lines or other outside clothes drying or airing facilities shall be permitted except when they are visible from neighboring property.

(n) The Owner shall not permit any exterior fires whatsoever, except barbecue and imu fires, and shall not permit any condition on his lot which creates a fire hazard.

(o) No vehicular access is permitted from any lot to a street over a boundary which is indicated on the subdivision map covering such lot to have restricted access, nor over any strip of common area lying between a boundary of a lot and a public street (except where such access over such common area is the only access from the lot to any public street and an easement has been obtained from the Association), and the Owner shall not cut any curb along any such street adjacent to such boundary.

(p) All Owners shall not park their cars on any public park or sidewalk area or on any common area and a Residence Owner shall not park his

will not be kept on any lot except in a garage.

(q) The Owner shall not violate or permit the violation on his lot of any applicable law or ordinance pertaining to zoning, buildings, fires, signs or other matter relating to the use and development of his lot.

(r) No garage shall be used for other than the parking of vehicles and boats, unless the same be enclosed so as not to be visible from neighboring property by a partition, wall, door or screen, normally kept closed. Specifically, and without limiting the generality of the foregoing, no garage not so enclosed shall be used for laundry or for storage purposes.

Section 3.03: Private Area-Construction and Alteration of Improvements-Excavations; etc. The right of an Owner to construct, reconstruct, refinish, alter or maintain any improvement upon, under or above any lot of private area or to make or create any excavation or fill thereon, or to make any change in the natural or existing surface drainage thereof, or to install any utility line (wire or conduit) thereon or thereover, shall be subject to all of the following limitations and conditions of this Section:

(a) No more than one residence shall be constructed on any lot. A guest suite or like facility without a kitchen, visually attached to the main residential structure of a wall or fence not less than six feet high or a covered walk shall be deemed to be included as part of a single residence.

(b) No structure shall be constructed between any applicable building setback lines pertaining to the area and the boundary of the lot, provided that walks, fences, walls, driveways, and garbage receptacle enclosures may be so constructed if not in violation of any other restriction of this Declaration.

(c) No reflective finishes shall be used on exterior surfaces (other than glass and the surfaces of hardware fixtures) where such exterior surface is visible from neighboring property. The colors of all exterior surfaces visible from neighboring property shall be:

Flint Stone with Midnight Green trim;
Ginger Wood with Frost Wood trim;
Old Brass with Frost Wood trim;
Pewter Wood with Charcoal Brown trim;
Olive Leaf with Frost Wood trim;
Pine Cone with Frost Wood trim;
Weathered Wood with Rustic Bark trim.

(d) No metal roof or siding visible from neighboring property shall be permitted unless the same be maintained in non-reflective condition, and no gas tanks will be permitted on any lot which are visible from neighboring property.

(e) Each residence shall have appurtenant to it covered parking space for not less than two automobiles.

(f) No permanent exterior electric lighting of any sort shall be installed or maintained, the light source of which is visible from neighboring property. No antenna of any sort shall be installed or maintained which is visible from neighboring property except that antenna placed on the ground and not exceeding ten (10) feet in height above normal grade are allowed if not visible from the adjacent street.

(g) All telephone and electric power lines, water pipe lines and all other conduits for utilities shall be installed underground when outside the walls of the residence thereon.

(h) No substantial structural addition or alteration visible from a street on which any lot abuts shall be made after the initial residence has been completed without the prior approval of the Architectural Committee as to design, color, and materials. Plans for proposed work shall be presumed to be approved in the event no action has been taken on such plans for forty-five (45) days after submission thereof. An addition or alteration shall be deemed substantial if its fair replacement cost is in excess of \$500.00 measured in terms of purchasing power of the dollar in 1972.

(i) No trees planted by the Declarant within 10 feet of the property line on any lot shall be revived or cut down without the prior approval of the Architectural Committee.

(j) No second hand or used lumber or other material shall be used on any construction on any lot.

(k) When it appears that, because of the peculiar location, size or topography of a particular lot, its Owner cannot reasonably build a residence without

violating a specific restriction in this section, the Board shall have the authority upon approval of the Architectural Committee, to grant to such Owner a waiver permitting him to proceed to build and occupy a residence without regard to the specific restriction.

Section 3.04: Common Area-Uses, Restrictions. The exclusive use of the common area shall be reserved equally to all Owners, except as herein specifically provided, and every Owner shall have a right and easement for enjoyment in and to the common area, which easement shall be appurtenant to and shall pass with the title to every lot, subject, however, to the following limitations and restrictions:

(a) The use of the common area shall be subject to the NEWTOWN ESTATES Rules.

(b) The use of the common area shall be subject to such easements and rights-of-way reserved therefrom at the time of conveyance thereof to the Association, to such road and public utility easements and rights-of-way as

may from time to time be taken under the power of eminent domain, and do such other road and public and private utility easements as may from time to time be granted or conveyed by the Association, pursuant to the provisions of paragraph (c) of Section 5.05.

(c) No improvement, excavation or other work which in any way alters any common area from its natural or existing state upon the date which such common area was conveyed to the Association, shall be made or done except upon strict compliance with and within the restrictions and limitations of the provisions of Section 3.05.

(d) Except to the extent otherwise permitted pursuant to the provisions of paragraph (b) above and Section 3.05 there shall be no use of the common area, exclusive of the roads, except natural recreational uses which do not injure or scar the common area of the vegetation thereof, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of the common area; without limiting the generality of the foregoing:

(1) There shall be no camping in common areas, except as permitted by the Board by written license.

(2) There shall be no fires started or maintained on the common area, except fires started and controlled by the Association incidental to the maintenance and preservation of property within NEWTOWN ESTATES, and cooking and campfires in proper enclosures in picnic or other areas within recreational facilities developed therefore by the Association.

(3) No animals shall be permitted on common areas except generally recognized house or yard pets when accompanied by and under the control of the Owners to whom they belong, livestock owned by the Association, and horses upon paths and other areas from time to time designated as bridle paths by the Association and upon such areas developed or maintained as equestrian recreational facilities by the Association.

(e) The rights to use and enjoy the common areas shall extend to the members of the families of all Owners and to their invitees; provided, however, that in the event the Owner is a corporation or partnership, the common area and recreational area shall be restricted to such Owners or persons actually residing or occupying the lot.

Section 3.05: Common Areas-Construction and Alteration of Improvements. No improvement, excavation or work which in any way alters any common area from its natural or existing state on the date when such common area was acquired by the Association, shall be made or done, except in strict compliance with and within the restrictions and limitations of the following provisions of this section:

(a) Except to the extent otherwise provided in paragraph (d) below, no person other than the Association or its duly authorized agents, shall

construct, reconstruct, refinish, alter or maintain any excavation or fill upon or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from or plant any tree, shrub or vegetation upon any common area.

(b) Except to the extent otherwise provided in paragraph (c) below, if the Association proposes to construct, reconstruct, refinish or alter the exterior of any improvement located of to be located upon any common area, or if the Association proposes to make or create any excavation or fill or to change the natural or existing drainage or surface waters, or to remove any trees, shrubs or ground cover or plant any trees, shrubs or ground cover upon any common area, the Association shall submit to the Architectural Committee for approval the final plans and specifications for any such work in such form and containing such information as the Architectural Committee shall approve the plans and specifications submitted to it pursuant to this paragraph only if the following conditions have all been satisfied:

(1) If the plans are to construct any new improvements, including any alteration of the exterior appearance of any existing improvement upon any common area, the Architectural Committee finds that such improvement complies with the standards and restrictions set forth in subparagraphs (2) through (5) inclusive, of paragraph (b) of Section 3.03 with respect to private areas, which standards and restrictions will also apply to common area, and that the design of such improvement is reasonably necessary or

desirable in order to carry out the aims of the Association and is in harmony with other improvements and the overall appearance of NEWTOWN ESTATES as planned.

(2) The Architectural Committee finds that the proposed work shall not because of its design materially prejudice NEWTOWN ESTATES or any Owner therein in the use and enjoyment of its property. Such approval shall be in writing provided, however, that plans which have neither been approved or rejected within forty-five (45) days from the date of submission thereof to the Architectural Committee, shall be deemed approved. Rejection of plans by the Architectural Committee shall be in writing and shall set forth with particularity the reasons for such rejection. In the event of any such rejection any member of the Board shall have the right to submit to a meeting of the Association duly called the notice of which shall contain reference to the consideration of the matter the question of whether to abandon the proposed improvement, excavation or work or to have the same redesigned and resubmitted to the Architectural Committee for approval.

(c) The Association may, at any time and from time to time:

(1) Reconstruct, replace or refinish any improvement or portion thereof upon a common area in accordance with the last plans thereof approved by the Architectural Committee, or if such improvement existed upon the common area when such common area was conveyed to the Association, then in accordance with the original design, finish or standard of construction of such improvement when such common area was conveyed to the Association.

(2) Construct, reconstruct, replace or refinish any improvements road improvement upon any portion of the common area designated on a subdivision map as a road.

(3) Replace any destroyed tree or any other vegetation upon a common area and to the extent the Association deems necessary for the conservation of water and soil, plant, trees, shrubs and ground cover.

(4) Place and maintain upon any common area such signs and markers as the Association may in its sole discretion deem it necessary for the identification of NEWTOWN ESTATES and of roads, for the regulation of traffic, including parking and for the regulation and use of the common area and for the health and welfare and safety of Owners and the public, provided that the design of any such signs or markers be first approved by the Architectural Committee.

(d) Any Owner may, at any time and from time to time install and maintain within a common area any subsurface utility system, provided the same be

approved by the Architectural Committee and an easement therefor be obtained from the Association.

Section 3.06: Cotenancy Areas-Uses, Restrictions, Construction and Alteration of Improvements. Each parcel which is a cotenancy area shall be subject to the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions:

(a) The Association, or its duly authorized agents, shall have the rights set forth in Section 5.05 with respect to each parcel.

(b) No improvement or other work in which any way alters any parcel from its natural or improved state existing on the date the first undivided interest in such parcel was conveyed by the Declarant to an Owner, shall be made or done except upon strict compliance with and within the following restrictions:

(1) No Owner will make any such improvement or work without the written concurrence of all other Owners of undivided interests in the parcel involved.

(2) If under the provisions of Article III any lot to which an undivided interest in such parcel is appurtenant is subject to the restriction that any improvement or other work done thereon requires approval of the Architectural Committee, then similar approval shall also be required for any improvement or other work on the subject parcel.

(c) No Owner shall use any cotenancy area, in which he owns an interest, for any use to which he cannot also put his lot under the provisions of the NEWTOWN ESTATES Restrictions.

(d) The Owners shall be jointly and severally responsible for maintaining their cotenancy area in good and clean condition and repair and in such manner as not to create a fire, safety or health hazard to NEWTOWN ESTATES or any part thereof. Each Owner of a parcel of cotenancy area shall reimburse any co-owner or the Association for his share of any expenses incurred by such co-owner or Association in so maintaining the area in proportion to his undivided interest therein.

(e) An Owner of an undivided interest in a cotenancy area shall not convey it separately from the lot to which it is appurtenant or convey the lot to which it is appurtenant without conveying also to the same party his undivided interest owning a parcel of cotenancy area may, acting jointly, convey such parcel to the State of Hawaii or City and County of Honolulu for public purposes, or to the Association to be held as common area if the Association is willing to accept the same.

Section 3.07: Presumption of Compliance. All of the following improvements, excavations, fills and other work shall for all purposes of the NEWTOWN ESTATES Restrictions be conclusively presumed to be in compliance with and within the restriction and the provisions of this Article III:

(a) Those existing or maintained within or upon any property within NEWTOWN ESTATES at the time such property became a part of NEWTOWN ESTATES.

(b) Those existing or maintained within a private area at the time such private area was first conveyed by the Declarant to an Owner.

(c) Those from time to time constructed, reconstructed, refinished, altered, installed or maintained upon any property by the Declarant, or, if not in conflict with any specific restriction in the NEWTOWN ESTATES Restrictions, pursuant to plans and specifications approved by the Architectural Committee.

Section 3.08: Governmental, Public Utility, Eleemosynary, Religious, Educational, Community and Civic Organizations. Anything in the foregoing sections of this Article III to the contrary notwithstanding, the restrictions on improvements, use and occupancy set forth in said sections shall not apply to any lot or other area while and so long as the same is owned by or leased to State of Hawaii or City and County of Honolulu, or any governmental agency, public utility, eleemosynary institution, religious or educational institution, or community or civic organization (other than the Association) and used for public, governmental, public utility, charitable, religious, educational, community or civic purposes, whenever and to the extent, that such restrictions shall prevent reasonable use of such lot for said purposes. All restrictions not so preventing shall continue to apply as if not so used, including without limitation, the requirements of Architectural Committee approval regarding improvements to be made by said State of Hawaii, City and County of Honolulu, agency, public utility, institution or organization in the same manner as if the same were to be made

by any private individual or Owner. On cessation of such use, the restrictions of this Article III shall become applicable again in their entirety. The Declarant and the Association shall each have the power to release any lot or other area owned by it, temporarily or forever from any restrictions in this Article III if, in its discretion, such waiver shall be necessary or advisable to obtain acceptance of the same by said State of Hawaii, City and County of Honolulu, agency, public utility, institution or organization. While so owning or leasing and so using, said State of Hawaii, City and County of Honolulu, agency, public utility, institution or organization shall have no right to vote as a member of the Association, nor shall it be liable for any assessments under the provisions of Article VI, but shall be liable for all costs and expenses incurred by the

Association in enforcing against it any of the provisions of this Declaration or arising out of any default by it of said provisions.

ARTICLE IV

ARCHITECTURAL COMMITTEE

Section 4.01: Architectural Committee-Organization, Power of Appointment and Removal of Members.

(a) There shall be a Architectural Committee consisting of three members, of which at least one member may be an architect who shall be designated the architect member. Other than the original members, all members shall be an Owner.

(b) There shall also be two alternate members of the Architectural Committee, any one of whom may be designated by the other members of the Architectural Committee to act in the place and stead of any member in the event of the absence or disability of such member.

(c) The following persons are hereby designated as the initial members of the Architectural Committee.

Member No. 1 - ROBERT YONEMURA

Member No. 2 - CHARLES HONMA

Member No. 3 - RICHARD MIYAZOMO

Member No. 4 - FRANK HATAKENAKA

Member No. 5 - KATSUMI KANEKO

Each of said person shall hold his office until such time as he has resigned or he has been removed or his successor has been appointed, as herein set forth.

(d) Except as provided in paragraph (e) below, the right from time

to time to appoint and remove all members and alternate members of the Architectural Committee shall be and is hereby reserved and vested solely in the Declarant.

(e) The right from time to time to appoint and remove members and alternate members of the Architectural Committee shall be reserved to and vested in the Association as follows:

(1) From and after five (5) years from the date first above written, the Association shall have the right to appoint and remove one member of the Architectural Committee, other than the member who may be designated the architect member.

(2) From and after ten (10) years from the date first above written, the Association shall have the right to appoint and remove the two members of the Architectural Committee other than the member who may be designated the architect member.

(3) The Association shall have the right to appoint and remove all members, including the member who may be designated as the architect member of the Architectural Committee from and after twenty (20) years from the date first above written, provided, however, that if the Declarant fails to exercise its rights under paragraph (d) above, or records a declaration waiving such rights, the Association shall thereupon and thereafter have the right to appoint and remove all members.

(f) Any member of the Architectural Committee may at any time resign from the Architectural Committee upon written notice delivered to the Declarant or to the Association, whichever then has the right to appoint and remove members.

Section 4.02: Architectural Committee Duties: It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans from time to time submitted to it, pursuant to the provisions of Article III, to adopt Architectural Committee rules pursuant to Section 4.04 and to perform such other duties from time to time delegated to it by the NEWTOWN ESTATES Restrictions.

Section 4.03: Committee Meetings, Action, Compensation, Expenses. The Architectural Committee shall meet from time to time as necessary properly to perform its duties hereunder. The vote or written consent of any two members shall constitute the act of the Architectural Committee, unless the unanimous action of its members is otherwise required by the NEWTOWN ESTATES Restrictions. The Architectural Committee shall keep and maintain a record of all actions from time to time taken by the Architectural Committee at such meetings or otherwise. Unless otherwise authorized by the Association, the members of the Architectural Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Architectural Committee functions.

Section 4.04: 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 the "Architectural Committee Rules" which, among other things, interpret or implement the provisions of the applicable sections of Article III pertaining to the architecture or design of improvements, and landscaping which must be approved by the Architectural Committee. A copy of the Architectural Committee Rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Architectural Committee shall be kept available at all times at the office of the Association and at the office of the Declarant, for the inspection of any Owner, architect or agent of the Owner or architect. The Architectural Committee shall, to the extent practical, establish the standards which shall be required in the construction of any residences, apartment or condominium buildings to be constructed in NEWTOWN ESTATES and in the landscaping thereof.

Section 4.05: Non-Waiver. The approval by the Architectural Committee of any plans and specification for any work done or proposed or in connection with any other matter requiring the approval of the Architectural Committee under NEWTOWN ESTATES Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whatever subsequently or additionally submitted for approval.

Section 4.06: Estoppel Certificate. Within thirty (30) days after written demand therefore is delivered to the Architectural Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be affixed by the Association, in no event to exceed \$25.00, the Architectural Committee shall deliver to such Owner an estoppel certificate executed by any two of its members in form suitable for recording in the Bureau of Conveyances of Hawaii and in the Office of the Assistant Registrar of the Land Court, certifying with respect to any lot of said Owner that, as of the date thereof, either (a) all improvements and other work made or done upon or within said lot comply with the NEWTOWN ESTATES Restrictions, or (b) such improvements and/or work do not so comply, in which event the certificate shall also (i) identify the noncomplying improvements and/or work, and (ii) set forth with particularity the cause or causes for such noncompliance. Any purchaser of lessee from the Owner or mortgagee or other encumbrancer of the property shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such purchaser, lessee, mortgagee or other encumbrancer.

Section 4.07: Liability. Neither the Architectural Committee or any member thereof shall be liable to the Association or to any other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within NEWTOWN ESTATES, or (d) the execution and

filing of an estoppel certificate pursuant to Section 4.06, whether or not the facts therein are correct, provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof may, but is not required to, consult with or hear the Association or any Owner or his architect with respect to any plans, drawings or specifications or any other proposals submitted to the Architectural Committee.

ARTICLE V

NEWTOWN ESTATES ASSOCIATION

Section 5.01: Organization.

(a) The Association is a non-profit organization charged with the duties and empowered with the rights set forth herein and in its Charter and By-Laws.

(b) In the event that the Association as a corporate entity is dissolved, all of the assets of the corporation shall be disposed of as set forth in the Charter.

Section 5.02: Membership.

(a) Each person, corporation or other legal entity who is, or such persons, corporations or other legal entities who are the beneficial owner of any lot within NEWTOWN ESTATES, other than any person, corporation or other legal entity having a security or lien interest in a lot, shall be a member of the Association, provided, however, that, with respect to any condominium, the term Owner shall mean an apartment owner as defined in the Horizontal Property Act (Chapter 514, Hawaii Revised Statutes, as the same may from time to time be amended). No person other than an Owner may be a member of the Association.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association, shall be those set forth in, and shall be exercised and imposed in accordance with the provisions of the NEWTOWN ESTATES Restrictions, the Charter and the By-laws of the Association.

Section 5.03: Voting Rights. The voting rights of the members shall be as set forth in the Charter and By-Laws and the members shall be divided into two classes with voting powers as follows:

Class A. Class A members shall be the owners, as defined in Article V hereof, of lots, excepting the Class B member as hereinafter defined. The owner, or owners in the aggregate, of any lots, whether individuals, corporations or other legal entities, shall be entitled to one vote per lot.

If more than one person or entity owns one given lot, any one of said persons or entities may exercise said one vote on behalf of all the owners of said lot, but no such vote shall be exercised without the unanimous consent of all such persons or entities.

Class B. The Class B member shall be the Declarant, as defined in the NEWTOWN ESTATES Restrictions. The Class B member shall be entitled to three votes per lot beneficially owned by it. The Class B membership shall cease and be converted to Class A membership on August 31, 1982.

Section 5.04: Duties and Obligation of the Association. The Association shall have the rights, obligations and duties, subject to the NEWTOWN ESTATES Restrictions, to do and perform each and every one of the following for the benefit of the owners and for the maintenance and improvement of NEWTOWN ESTATES:

(a) The Association shall accept, as part of NEWTOWN ESTATES, all property annexed to NEWTOWN ESTATES pursuant to Section 2.02 and shall accept all Owners as members of the Association.

(b) The Association shall accept title to all common areas and other property from time to time conveyed to it, pursuant to Section 7.05. The Association may also acquire and accept title to any other property, real, personal or mixed, nothing herein to be construed to authorize the Association to acquire or invest in property simply for the purpose of acquiring income or otherwise making a financial profit therefrom, and the Association shall not carry on any business, trade, association or profession for profit, but nothing herein shall prevent the Association from charging reasonable fees to Owners for use by them and their families and guests of the recreational facilities on the common areas to help defray the costs on construction, maintenance, repair or operation of such facilities, or of other facilities owned by the Association.

(c) The Association shall maintain or provide for the maintenance of common areas and other property owned by the Association, including without limitation recreational facilities, and all improvements of whatever kind and for whatever purpose from time to time located on the common areas and other such property in good order and repair, provided, however, that notwithstanding the foregoing the Association shall have no obligation to maintain in good order and repair any improvement constructed upon the common areas by any Owner, but may use all legal means to force such Owner to maintain the same himself.

(d) To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied upon any portion of the common areas.

(e) Unless provided by a municipal, county or other governmental agency, and unless the cost thereof is assessed directly or indirectly against the Owners by such party, the Association may contract for, employ or

otherwise provide police and refuse disposal services.

(f) The Association shall obtain and maintain in force the following policies of insurance:

(1) Fire and extended coverage insurance on all improvements from time to time owned by the Association and located upon or within any common area, the amount of such insurance to be not less than ninety per cent (90%) of the aggregate full insurable value, meaning the actual replacement value (exclusive of the cost of excavation, foundations and footings) of such improvements as from time to time determined by the Association;

(2) Bodily injury liability insurance with limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, insuring against any and all liabilities with respect to NEWTOWN ESTATES or any portion thereof, or arising out of the ownership, maintenance or use thereof; and

(3) Property damage liability insurance with deductible of not more than \$2,000.00 and a limit of not less than \$500,000.00 per accident.

The policy or policies of insurance referred to in subparagraphs (2) and (3) above shall name as insureds (i) the Association and its officers, the Board and its members, the Architectural Committee and its members and the employees of the Association, Board and Architectural Committee; and (ii) with respect to any liability arising out of the maintenance and use of the common areas, the Owners. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies, provided, however, that such policy or policies shall not require the insured or insurers to pay any amounts in excess of the maximum limits stated therein. Each and every policy of insurance obtained by the Association, whether or not required to be obtained, pursuant to the provisions of NEWTOWN ESTATES Restrictions, shall expressly waive any and all rights of subrogation against the Declarant, its representatives and employees, and any Owner.

The Association may also obtain and maintain in force any policies of insurance covering any other reasonable risks as may be determined to be proper and necessary or advisable in the discretion of the Board.

(g) The Association shall accept and act upon applications submitted to it for the development of facilities on the common areas.

(h) The Association shall from time to time make, establish, promulgate, amend and repeal the NEWTOWN ESTATES Rules as provided for in Section 5.06.

(i) To the extent provided for in Section 4.01, the Association shall exercise its right to appoint and remove members of the Architectural Committee to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

(j) The Association shall have all the powers set forth in the NEWTOWN ESTATES Restrictions, including, without limitation, the power to levy assessments, to make contracts and to acquire and dispose of property, and shall take such action, whether or not expressly authorized by NEWTOWN ESTATES Restrictions, as may reasonably be necessary to enforce the restrictions, limitations, covenants and conditions of NEWTOWN ESTATES Restrictions, the NEWTOWN ESTATES Rules and the Architectural Committee Rules.

Section 5.05: Powers and Authority of Association. The Association shall have all the powers set forth in the Charter, together with its general powers as a non-profit corporation, subject, however, to the limitations upon the exercise of such powers as are expressly set forth in the Charter and By-Laws and in the NEWTOWN ESTATES Restrictions, to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of NEWTOWN ESTATES Restrictions, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the Owners of NEWTOWN ESTATES. Without in any way limiting the generality of the foregoing, the

Association shall have the following powers:

(a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner or Owners for trespass, damage or otherwise, to enter upon any private area or cotenancy area, for the purpose of maintaining and repairing any such area, if for any reason whatsoever the Owner or Owners thereof fails to maintain and repair such area as required under Article III hereinabove or for the purpose of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such area in violation of said Article III. The Association may maintain and repair any roads, sidewalks, schools, parks or other public areas in or adjoining NEWTOWN ESTATES, including landscaping and planting the same and repairing improvements thereon when public authorities, in the opinion of the

Directors, have failed to do so in a manner befitting the standards of the community. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of NEWTOWN ESTATES Restrictions, or to enforce by mandatory injunction or otherwise all of the provisions of the NEWTOWN ESTATES Restrictions.

(b) In fulfilling any of its obligations or duties under the NEWTOWN ESTATES Restrictions, including without limitation, its obligations or duties for the maintenance, repair, operation or administration of the common area, and to the extent necessary by the failure of the Owners thereof of private areas, or in exercising any of its rights to construct any improvements or other work upon any common area, including, without limitation, any recreational facility, the Association shall have the power of authority:

(1) To contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatever kind of whatever purpose from time to time located upon common areas, and to contract and pay for or otherwise provide for the construction of improvements or other work upon common areas, or otherwise in carrying out its functions as set forth in the NEWTOWN ESTATES Restrictions on such terms and conditions as the Association shall deem appropriate, and to pay and discharge all liens arising out of any work;

(2) To obtain, maintain and pay for such insurance policies or bonds whether or not required by Section 5.04 as the Association may deem to be appropriate for the protection or benefit of NEWTOWN ESTATES, the Association, the members of the Board, the members of the Architectural Committee, or the Owners, including but without limitation, war risk insurance, builders' risk, workmen's compensation insurance, malicious mischief insurance, automobile, non-ownership insurance and performance and fidelity bonds;

(3) To contract and pay for, or otherwise provide for such utility services including, but without limitation, water, sewer, garbage, electrical, telephone and gas services as may from time to time be required;

(4) To contract and pay for, or otherwise provide for the services of architects, engineers, attorneys and certified public accountants or such other professional or non-professional services as the Association may deem necessary;

(5) To contract and pay for, or otherwise provide for, fire, police and such other protection services as the Association shall from time to time deem

necessary for the benefit of NEWTOWN ESTATES, any property located within NEWTOWN ESTATES, and the owners;

(6) To contract and pay for, or otherwise provide for such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary, and to pay and discharge any and all liens from time to time placed or imposed upon any common areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(c) The Association shall have the power and authority from time to time to grant and convey to any third parties for reasonable compensation and on such other terms as the Board may approve such easements, rights-of-way, parcels or strips of land in, on, over or under any common area, for the purpose of:

(1) Constructing, directing, operating and maintaining thereon, therein and thereunder, public roads, streets, walks, driveways, parkways and park areas;

(2) Installing, operating and maintaining poles, wires,

conduits, transformers, switching terminals and other equipment for the transmission of electricity for lighting, heating, power, telephone, television and other purposes, and necessary facilities in connection therewith; and

(3) Constructing, operating and maintaining public and private sewers, storm water drains, land drains and water systems, sprinkler systems, water, heating and gas lines or pipes and necessary facilities in connection with the foregoing.

(d) The Association may from time to time employ the services of a manager to manage the affairs of the Association, and to the extent not inconsistent with the laws of the State of Hawaii and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under the NEWTOWN ESTATES Restrictions, provided, however, that the Association cannot delegate to such manager the power to execute any contract binding on the Association for the sum in excess of \$1,000.00 or for the performance of any work or services, which work or services are not be completed within sixty (60) days, nor the power to sell, convey, mortgage or encumber any property of the Association other than unserviceable maintenance or recreation equipment.

(e) The Association shall have the right from time to time to pay, compromise or contest any or all taxes and assessment levied against all or any part of the common area, or upon any personal property belonging to the Association, provided, however, that prior to the sale or disposition of any property to satisfy the payment of any

such tax assessments, the Association shall pay and discharge the lien imposed with respect to such property.

(f) The Association shall have the authority to exchange or to sell and convey, or otherwise dispose of, for cash or on such terms as it shall approve, any portion or portions of the common area, with improvements thereon, or other property of the Association, the retention of which is no longer necessary, advantageous or beneficial for the Association or for the Owners, and to borrow money, without limit as to the amount, for any purpose within the powers and authority of the Association under this Article V and to secure the same by a mortgage of the common area then owned by the Association, or any part thereof, provided, however, that no such exchange, sale or other disposition of any real property in fee and no such borrowing and mortgaging shall be made unless the same shall have been approved by an affirmative vote of not less than two-thirds (2/3) of each class of members who may vote in person or by proxy at a meeting of the Association duly called, the notice for which shall have described the real property to be sold or otherwise disposed of, or the amount of the borrowing and the security to be mortgaged, and shall have given the reasons therefor. All proceeds of any disposition or borrowing, less the expenses thereof, shall be invested by the Association in additional property acquired for the benefit of the Association and the Owners, or in improving the properties of the Association.

Section 5.06: NEWTOWN ESTATES RULES.

(a) The Association may from time to time and subject to the provisions of the NEWTOWN ESTATES Restrictions adopt, amend and repeal rules and regulations to be known as the NEWTOWN ESTATES Rules governing, among other things:

(1) The use of common areas, including without limitation the recreational facilities;

(2) The use of roads;

(3) The collection and disposal of refuse;

(4) The burning of open fires; and

(5) The maintenance of animals within NEWTOWN ESTATES

(b) With respect to subparagraph (a)(1) above the NEWTOWN ESTATES Rules may without limitation and to the extent deemed necessary by the Association in order to preserve the benefits of NEWTOWN ESTATES for all Owners, their families, invitees, licensees, lessees, and guests, restrict and/or govern the use of

common areas by any Owner or by the family, invitees, licensees, or lessees of such Owner.

(c) With respect to subparagraph (a)(2) above, the NEWTOWN ESTATES Rules may without limitation provide for:

- (1) Parking restrictions and limitations;
- (2) Maximum speeds for vehicular traffic on roads other than public roads;
- (3) The time or times when commercial vehicles may be permitted to use roads other than public roads; and
- (4) The type or types of vehicles other than conventionally equipped passenger automobiles which may be permitted to use the roads other than public roads.

(d) A copy of the NEWTOWN ESTATES Rules as they may from time to time be adopted, amended or repealed, certified by the secretary or any assistant secretary of the Association, shall be filed in and available at all times at the office of the Association and duplicate copies thereof shall be delivered to each Owner on his acquisition of a lot, and a copy of each new rule or of any amendment of an existing rule and notice of repeal of any rule shall be given to each Owner when the same becomes effective. Upon the promulgation and filing thereon in said office, the NEWTOWN ESTATES Rules shall have the same force and effect as if they were set forth and were a part of the NEWTOWN ESTATES Restriction. Failure to deliver to any Owner of

copy of any rule, amendment of a rule, or notice of repeal of a rule shall not render such rule, amendment or repeal invalid.

Section 5.07: Liability of Members of the Board. No member of the Board shall be personally liable to any Owner, guest, lessee or to any other person, including the Declarant, for any error or omission of the Association, its representatives and employees, the Architectural Committee or the manager, provided, however, that such member has with actual knowledge possessed by him, acted in good faith.

Section 5.08: Exclusive Powers of the Association. The Association, through the Board and its duly authorized representatives, shall have the exclusive right to exercise the powers and authorities referred to in paragraphs (b) through (f) inclusive of Section 5.05.

ARTICLE VI

FUNDS AND ASSESSMENTS

Section 6.01: Operating Fund. There shall be an operating fund in which the Association shall deposit all monies paid to it as:

- (1) Maintenance assessments;
- (2) Special assessments;
- (3) Use fees paid by users of recreational facilities;
- (4) Miscellaneous fees; and
- (5) Income and profits attributable to the operating fund

and from which the Association shall make disbursements in performing the functions for which the foregoing assessments are levied.

Section 6.02: Maintenance Assessment.

(a) Within thirty (30) days prior to the commencement of each fiscal year, the Board shall estimate the costs and expenses to be incurred by the Association during such fiscal year in performing its functions under Article V (including a reasonable provision for contingencies, reconstruction and replacements, and for alterations, modifications and improvements to existing recreational facilities, but excluding any development of substantial new recreational facilities and in paying all fees and expenses of the Architectural Committee and its operations, and shall subtract from such estimate:

(1) An amount equal to the anticipated balance (exclusive of any accrued reserves for contingencies and replacements) in the operating

fund at the start of such fiscal year which is attributable to maintenance assessments; and

(2) The estimated receipts for all use fees to be collected from users of recreational or other facilities during such fiscal year.

(b) The sum or net estimate determined pursuant to paragraph (a) shall be divided and assessed by the Board as a maintenance assessment against the Owners, excluding those exempt pursuant to any provision of the NEWTOWN ESTATES Restriction, in proportion to the numbers of lots owned by each Owner, excluding as aforesaid; provided, however, that the maximum annual assessment for the year 1972 shall not exceed a rate of \$180 per year (to be prorated for any portion of a year) per lot,

and for any subsequent year shall not exceed an amount which shall bear the same relationship to said annual rate for 1972 that the Cost of Living Index as of January first of the year for which the assessment is to be levied bears to the Cost of Living Index as of January 1, 1972, unless any excess be 10% above the assessment for the year in which case such excess be approved by the affirmative vote of 66% of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, provided that such affirmative vote of Class A members shall constitute not less than 20% of the total Class A members. Written notice of such meeting must be sent to all members not less than 30 nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting.

(c) If at any time and from time to time during any fiscal year, the maintenance assessment proves inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may levy a further assessment which shall be no more than 10% of the assessment for such year which shall be assessed to the Owners in the manner set forth in paragraph (b) above.

(d) Maintenance assessments shall be due and payable by the Owners to the Association in equal quarterly installments on or before the first day of each January, April, July and October, or in such other manner as the Association shall designate, but not in advance in any amount in excess of the estimate for the full year.

Section 6.03: Special Assessment. The Board shall levy a special assessment against any Owner as a direct result of whose acts or failure or refusal to act or otherwise to comply with the NEWTOWN ESTATES Restriction, the NEWTOWN ESTATES Rules or the Architectural Committee Rules, monies were expended from the operation funds by the Association in performing its functions under the NEWTOWN ESTATES Restrictions. Such assessments shall be in the amount so expended and shall be due and payable to the Association when levied. Monies so expended shall include, without limitation, engineers', architects', attorneys' and accounts' fees where reasonably incurred by the Association.

Section 6.04: Association, Declarant and Other Exemptions. Anything herein to the contrary notwithstanding it is understood that the following

parties and their lots shall be exempt in whole or in part from assessments under this Article VI as follows: (a) the Association shall be wholly exempt; (b) Declarant shall be exempt to the extent of 90% of the assessment per lot, until such time as it shall have completed any residence (other than a model home for display purposes) on such lot; and (c) those specified in Section 3.08 shall be wholly exempt.

Section 6.05: Default in Payment of Assessments.

(a) Each assessment under this Article VI shall be a separate distinct and personal debt and obligation of the Owner against whom it is assessed, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay the same to the Association. If the Owner does not pay such assessment or any installment thereof when due, the Owner shall be deemed in default and the amount of the assessment not paid, together with the amount of any subsequent default, plus interest at twelve per cent (12%) and costs, and if the account is placed in the hands of a collection agency or an attorney for collection, including reasonable attorneys' fees and all costs of collection, shall be and become a lien upon the lot or lots of such Owner upon recordation by the Association of a notice of default. Such lien shall be subject and subordinate to the lien of any mortgage upon the lot or lots of such Owner, and the sale or transfer of any lot in foreclosure of any such mortgage, whether by judicial proceedings or pursuant to a power of sale contained in such mortgage, or the transfer or conveyance to the mortgagee in lieu of foreclosure, shall extinguish the lien as to payments of assessments which became due prior to such sale, transfer or conveyance, but no such sale, transfer or conveyance shall relieve such lot or the purchaser or transferee thereof with regard to assessments thereafter becoming due. The Association shall record such notice of default within ninety (90) days following the occurrence of such default and shall commence proceedings to enforce such lien within six (6) months following such recordation. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property, and the Association shall have power to bid on the lot at foreclosure sale and to acquire and hold, lease, mortgage or convey the same. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

(b) The Association shall execute and acknowledge a certificate stating the indebtedness secured by the lien upon any lot or lots and such certificate shall be conclusive upon the Association and the Owners in favor of all persons who rely thereon in good faith as to the amount of such indebtedness as of the date of the certificate. The Association shall furnish a copy of such certificate to any Owner upon request at a reasonable fee.

Section 6.06: Townhouse Assessment. Townhouses constructed pursuant to the Planned Development Housing may be subject to assessment for the

purpose of maintaining and improving such townhouses and common areas appurtenant thereto.

Section 6.07: Area Assessment. Every Lot within each of the incremental developments may be assessed in addition to the maintenance assessment mentioned above an amount which shall be called Area Assessment, to be used solely for the

purposes to maintain and preserve the exterior conditions of the improvements and the common area, recreational area, and facilities limited for the Owners occupying the Lots within each of such incremental developments.

The exact location boundary and identification of each incremental development shall be determined by Declarant as long as it remains a Class B member and thereafter by the Board of Directors.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01: Amendment or Repeal-Duration.

(a) In addition to the rights reserved to the Declarant pursuant to Section 2.02 to modify or supplement the NEWTOWN ESTATES Restrictions with respect to property annexed to NEWTOWN ESTATES and unless specifically provided to the contrary herein, the NEWTOWN ESTATES Restrictions, or any part thereof, as from time to time in effect with respect to all or any part of NEWTOWN ESTATES, and any limitation, restriction, covenant or condition thereof may, at any time, be amended or repealed upon the happening of all of the following events:

(1) The vote of Owners having not less than three-fourths (3/4ths) of the total votes of each class of Owners of lots within NEWTOWN ESTATES approving the proposed amendment or amendments or the repeal of NEWTOWN ESTATES Restrictions at a meeting of the Association duly held, the notice of which shall have stated as a purpose the consideration of the amendment or repeal of the NEWTOWN ESTATES Restrictions, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be;

(2) The recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to the NEWTOWN ESTATES Restrictions so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant to this paragraph;

(3) The recordation of a written instrument also setting forth in full said amendment or amendments to the NEWTOWN ESTATES Restrictions, executed by the Owners having not less than three-fourths (3/4ths) of the total votes of each class of Owners of lots within NEWTOWN ESTATES; and

(4) As long as there is a Class B membership, upon the approval of and to conform to the requirements of the Federal Housing Administration or its successor, if required by the federal Housing Administration or its successor.

(b) All of the limitations, restrictions, covenants and conditions of the NEWTOWN ESTATES Restrictions shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, included within the NEWTOWN ESTATES, to the Owners and to the Association.

(c) The Declarant reserves the right to extend the force and effect of this Declaration in increments of ten (10) years.

Section 7.02: Enforcement, Non-waiver.

(a) Except to the extent otherwise expressly provided herein, the Association or any Owner or Owners shall have the right to enforce any and all of the limitations, restrictions, covenants, conditions, obligations, liens and charges now or hereafter imposed by the NEWTOWN ESTATES Restrictions upon other Owners or upon any property within the NEWTOWN ESTATES and the costs of enforcement, including court costs and attorneys' fees, shall be paid by any Owner who violated any such limitation, restriction, covenant, condition, obligation, lien or charge may be made or taken without first giving not less than thirty (30) days' written notice and demand to the Owner concerned to cure or rectify the default or breach involved.

(b) Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all limitations, restrictions, covenants, conditions and obligations now or hereafter imposed by the NEWTOWN ESTATES Restrictions upon the NEWTOWN ESTATES Association, provided, however, anything herein to the contrary notwithstanding, no Owner as such shall have any right to enter upon the property of any other Owner or to abate any nuisance or enforce any provision hereof against another Owner or the Association except by proper legal proceedings and authority of a court having jurisdiction.

(c) Every act or omission whereby any restriction, conditions or covenant of the NEWTOWN ESTATES Restrictions is violated, in whole or in part, is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action, by the Association or by an Owner or Owners as provided for in paragraph (a) and (b) above, provided, however, that any provision to the contrary notwithstanding only the Association or its duly authorized agents may enforce any limitation, restriction, covenant, condition or obligation herein set forth by its or their own action without authority of a court having jurisdiction.

(d) Each remedy provided for in the NEWTOWN ESTATES Restriction is cumulative and non-exclusive.

(e) The failure in any case to enforce the provisions of any limitation, restriction, covenant, condition, obligation, lien or charge of the NEWTOWN ESTATES Restrictions shall not constitute a waiver of any right to enforce any such provision or any other provisions of the NEWTOWN ESTATES Restrictions in another case against or with respect to the same Owner or lot or any other Owner or lot.

Section 7.03: Construction, compliance with Laws, Severability, Singular and Plural, Titles.

(a) All of the limitations, restrictions, covenants and conditions of the NEWTOWN ESTATES Restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of NEWTOWN ESTATES as set forth in the introductory paragraphs of this Declaration.

(b) No provision of the NEWTOWN ESTATES Restrictions shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction over such person or over NEWTOWN ESTATES or any part thereof. Anything in the NEWTOWN ESTATES Restrictions to the contrary notwithstanding, if all uses to which a lot may be put under the provisions of the NEWTOWN ESTATES Restrictions are illegal under the applicable zoning ordinance or statutes, an Owner may use his lot for any purpose which is lawful under such ordinance or statute, subject, however, to all other provisions of the NEWTOWN ESTATES Restrictions which can lawfully apply to the lots as so used.

(c) Notwithstanding the provisions of paragraph (a) above, the limitations, restrictions, covenants and conditions of NEWTOWN ESTATES shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof, or of any such limitations, restrictions, covenants or conditions shall not affect the validity or enforceability of an other provision.

(d) The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter as the context requires.

(e) All titles used in the NEWTOWN ESTATES Restrictions, including those of Articles and Sections, are intended solely for convenience of reference and the same shall not, nor shall any of them, affect that which is set forth in such Articles and Sections, not any of the terms or provisions of the NEWTOWN ESTATES Restrictions.

Section 7.04: Subdivision and Consolidation.

(a) No lot with in the NEWTOWN ESTATES shall be subdivided by any Owner, unless the same has been first approved by the Architectural Committee to which application shall be made, together with a reasonable fee as

required by the Architectural Committee. The Architectural Committee shall review the same to determine whether or not the same complies with the basic intent and purposes of the NEWTOWN ESTATES Restrictions and to determine whether or not any Owner or the Owners of lots within NEWTOWN ESTATES will be prejudiced as a result of such subdivision. The Architectural Committee shall approve or disapprove the same within thirty (30) days after such subdivision map has been submitted to it and in the event of disapproval shall give written notice of the reasons therefor. Failure to disapprove within said period of thirty (30) days shall be deemed approval thereof. The Architectural Committee shall furnish to the Owner of any map which has been approved on his request a certificate executed by one of the members thereof, stating that the map has been so approved.

(b) No two or more lots within NEWTOWN ESTATES shall be consolidated into one lot by the Owner or Owners thereof without the approval of the Architectural Committee in the manner set forth in paragraph (a) above.

(c) The provisions of Section 4.08 shall be applicable to this Section 7.04 also.

(d) Nothing contained in this paragraph shall apply to the subdivision of any lot owned by the Declarant or the consolidation of two or more lots into one or more lots by the Declarant.

Section 7.05: Conveyance of Common Area; Reservation of Easements and Rights-of-Way and Classification of Land Area, Sewer and Water System.

(a) The Association shall accept all of the real property and interests in real property conveyed to it as common area by the Declarant, provided that the Association need not accept any such property in fee subject to any exceptions, liens and encumbrances except as follows:

(1) The lien of any real property taxes and assessments non-delinquent;

(2) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to the Declarant or granted to any Owner in accordance with the provisions of the NEWTOWN ESTATES Restrictions;

(3) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to the Declarant for access to real property contiguous to the common area, and such easements and rights-of-way on, over or under all or any part thereof as may be reserved to the Declarant or granted to or for the benefit of the United States of America, the State of Hawaii, the City and County of Honolulu, or any other political subdivision or public organization, any public utility corporation, or any lot for the purpose of construction, erecting, operating and maintaining thereon, therein and thereunder at any time or at any time in the future, (aa) roads, streets, driveways, walks, parkways and park areas, (bb) poles,

wires and conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes, and for necessary facilities in connection therewith, and (cc) public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems, water sprinkler systems, water, heating and gas lines or pipes, and any and all equipment in connection therewith;

(4) The obligations imposed directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Hawaii, the City and County of Honolulu or an other political subdivision or political or governmental organization having jurisdiction over such property;

(5) The rights reserved to the Declarant pursuant to paragraph (d) of Section 7.05;

(6) Easements for roads, pipelines, ditches, telephone, gas and electric lines and any other utilities in favor of public utilities, governmental agencies or private corporations or individuals; and

(7) Any other lien, encumbrance or defect in title of any kind whatsoever (other than a type which would at any time or from time to time create a lien upon such properties to secure an obligation to pay money) which would not materially and actually prejudice the Owners in their use and enjoyment of such property.

(b) The land classification of any property within NEWTOWN ESTATES which is not a common area may be changed to a common area by the transfer of such property to the Association from all persons having any right, title or interest therein and the acceptance by the Association of such property. Notwithstanding anything else herein, the Declarant may change the land classification of any property not previously designated as common area as to which it is the Owner and may convey such property to the Association pursuant to the provisions of Section 7.05 (a) hereinabove, and the Association shall thereupon become common area for all purposes hereunder.

(c) At any time and from time to time following conveyance of common area by the Declarant to the Association pursuant to this section, the Declarant may construct, reconstruct, refinish or alter any improvement upon or make or create any excavation on or fill upon or change the natural or existing drainage of or remove or plant any trees, shrubs or ground cover upon such common area if the Declarant shall determine that any such work (i) is reasonably necessary for any utility installation serving any property within NEWTOWN ESTATES, (ii) is reasonably necessary for the construction of any facility for use by the Owners, (iii) is desirable in order to provide or improve access to or to enhance the use and enjoyment of such common area, or (iv) is desirable to protect, support and preserve any property which constitutes a part of NEWTOWN ESTATES.

Section 7.06: Assignment of Powers. Any and all of the rights and powers vested in the Declarant pursuant to the NEWTOWN ESTATES Restrictions

may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association and the Association shall accept the same effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

Section 7.07: Condemnation of Common Area. If at any time or from time to time all or any portion of the common area or any interest therein by taken by the right of eminent domain or by purchase in lieu of eminent domain, the entire award and compensation shall be paid to the Association. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party or otherwise in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the Association which shall in its name alone represent the interest of all Owners.

Section 7.08: Obligations of Owners, Avoidance, Termination.

(a) No Owner through his non-use of any common area, including any recreational facility, or by abandonment of his lot, may avoid the burdens or obligations imposed on him by the NEWTOWN ESTATES Restrictions by virtue of his being an Owner.

(b) Upon the conveyance, sale, assignment or other transfer of a lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such lot and payable after the date of such transfer, and no person after the termination of his status as an Owner and prior to his again becoming an Owner shall

incur any of the obligations or enjoy any of the benefits of an Owner under the NEWTOWN ESTATES Restrictions following the date of such termination.

Section 7.09: Notices, Documents, Delivery.

(a) Any notice or other document permitted or required by the NEWTOWN ESTATES Restrictions to be delivered may be delivered either personally 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 NEWTOWN ESTATES Association at the 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 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 NEWTOWN ESTATES Association at the latter's then current address.

The post office address of an Owner shall be the street address in NEWTOWN ESTATES of such Owner, 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.

(b) Delivery to any member of the Board of Directors of the Association shall be deemed adequate delivery to the Association and delivery to any member of the Architectural Committee shall be deemed adequate delivery to the Architectural Committee.

(c) Where there is more than one Owner of a lot the delivery personally or by mail to any Owner shall be effective delivery to all Owners of such lots.

(d) The address of the Declarant may be changed by notice in writing delivered to the Association and the address of the Association may be changed by notice in writing delivered to all Owners.

Section 7.10: Reservation to Exclude From the Master Declaration. Declarant reserves the right to exclude from the operation and effect of and the provisions contained in this Master Declaration those development increments, which are isolated and separated from the rest of the NEWTOWN ESTATES by its natural features, such as cliffs and streams, so that such development increments cannot be assimilated or be made a coherent part of the common and recreational areas of NEWTOWN ESTATES, including but not limited to any lots which may be constructed and developed by Declarant within any Area identified as Area C designated on the Proposed Newtown Estates Development Plan, which is separated from the rest of NEWTOWN ESTATES by Waimalu Stream and by the Cliffs next to it.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

VENTURES, a Limited

OCEANVIEW
Partnership

By _____

By _____

General Partners,

of and doing

the name of

OCEANVIEW VENTURES, a Limited

-Authorized
for, in behalf
business in
Partnership-

STATE OF HAWAII)

CITY AND COUNTY OF HONOLULU)

) ss.

On this ____ day of _____, 1972, before me personally

appeared SHIGERU HORITA and IWAO KISHIMOTO, Authorized General Partners, for, in behalf of and in the name of OCEANVIEW VENTURES, a Limited Partnership, to

me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Judicial

Hawaii

expires:

Notary Public, First

Circuit, State of

My commission

EXHIBIT "A"

All of that certain parcel of land situated at Waimalu, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot 286, area 87.898 acres, and Lots 51 to 273 inclusive, except Lot 177, all as shown on Map 19 and Lot 285-A, area 649.011 acres, as shown on Map 20, all of said Maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 950.

Being portions of the land described in Transfer Certificate of Title No. 137, 368 issued to SHIGERU HORITA, husband of Mitsue Horita, and IWAO KISHIMOTO, husband of Yaeko Kishimoto, Authorized General Partners as joint tenants for, on behalf of, and in the name of OCEANVIEW VENTURES, a Hawaii Limited Partnership.

STATE OF HAWAII
DEPARTMENT OF REGULATORY AGENCIES
Business Registration Division
1010 Richards Street
Mailing address: P.O. Box 40, Honolulu, Hawaii 96810

In the Matter of the)
)
Incorporation)
)
of)
)
NEWTOWN ESTATES COMMUNITY)
ASSOCIATION)
)
_____)

PETITION FOR CHARTER OF INCORPORATION

The undersigned, a majority of whom are residents of the State of Hawaii, hereby petition, under the provisions of Section 416-19 and 416-20, Hawaii Revised Statutes, for a charter of incorporation, for themselves and their associates, as a non-profit corporation under the mane of NEWTOWN ESTATES COMMUNITY ASSOCIATION, and in connection herewith do hereby incorporate herein by reference thereto the accompanying proposed charter of incorporation wherein set forth various matters required under Section 416-20 aforesaid.

Dated at Honolulu, Hawaii, this _____ day of _____, 1972.

KANEKO

KATSUMI

FUJIWARA

RICHARD

THELMA KIHANO

GARY CHANG

KENNETH

JACK UYEDA

LAWRENCE

NAKAMURA

ANAMI

EXHIBIT "B"

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

KATSUMI KANEKO, RICHARD FUJIWARA, THELMA KIHANO,
GARY CHANG, KENNETH

NAKAMURA, JACK UYEDA and LAWRENCE ANAMI, being first duly sworn on
oath,

depose and say that they are the petitioners above named, that they have read
the foregoing petition and attached proposed charter of incorporation and know
the contents thereof; and that the matters and statements therein set forth

are true to the best of their knowledge and belief.

KANEKO

KATSUMI

FUJIWARA

RICHARD

THELMA KIHANO

GARY CHANG

NAKAMURA

KENNETH

JACK UYEDA

Subscribed and sworn to before
me this ____ day of _____, LAWRENCE ANAMI
1972.

Notary Public, First Judicial
Circuit, State of Hawaii.

My commission expires:

STATE OF HAWAII
DEPARTMENT OF REGULATORY AGENCIES
Business Registration Division
1010 Richards Street
Mailing address: P.O. Box 40, Honolulu, Hawaii 96810

In the Matter of the)
)
Incorporation)
)
of)
)
NEWTOWN ESTATES COMMUNITY)
ASSOCIATION)
)
_____)

CHARTER OF INCORPORATION

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, the undersigned Director of Regulatory Agencies of the State of Hawaii
send Greetings:

WHEREAS, KATSUMI KANEKO, RICHARD FUJIWARA, THELMA KIHANO, GARY CHANG, KENNETH NAKAMURA, LAWRENCE ANAMI and JACK UYEDA, a majority of whom are residents of the State of Hawaii, have filed with me as Director of Regulatory Agencies a verified petition to grant to them and their associates a charter of incorporation as a non-profit corporation, in accordance with the provisions of Section 416-19 and Section 416-20, Hawaii Revised Statutes;

NOW, THEREFORE, KNOW YE, That I, the said Director, in the exercise and execution of every power and authority in any wise enabling me in this behalf, do hereby constitute the said petitioners and their associates a corporation under the laws of the State of Hawaii for the purposes and in the form hereinafter set forth.

I
NAME

The name of the corporation shall be: NEWTOWN ESTATES
COMMUNITY ASSOCIATION.

II
PRINCIPAL OFFICE

The location of the principal office of the corporation shall be in Honolulu, State of Hawaii, and the post office address of its initial office shall be 2024 N. King Street, Honolulu, State of Hawaii.

III
PURPOSE AND POWERS OF THE ASSOCIATION

The purposes for which the corporation is formed, are as follows:

a. The specific and primary purpose of the corporation is to act as the principal agency in the form of a community association composed of owners of Living Units in the Newtown Estates with powers charged, delegated and assigned by the membership to maintain, preserve, manage and administer the community properties and common facilities and also levy, collect, and disburse the assessments and charges, all as herein set forth.

b. The corporation shall preserve, maintain, and protect the natural beauty, distinctive terrain features, natural vegetative growth and the wooded areas and develop Newtown Estates into a residential development offering outstanding values, desirability and attractiveness.

c. The corporation shall promote the recreation, health, safety, and the pride of ownership of the members of the corporation.

d. The corporation shall possess and exercise all of the powers

conferred by law upon non-profit corporations, as such law is now in effect or may at any time herein after be amended, and shall perform all other acts necessary or incidental to the administration of the affairs and for carrying out the purpose of the corporation, including any or all of the following acts or things:

(1) To enter into contracts or other arrangements with any person, firm, association, corporation, municipality, body politic, county, state or government conducive to the specific and primary purpose of the corporation.

(2) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(3) To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property of the corporation as security for money borrowed or debts incurred.

(4) To fix, levy, collect and enforce payment of, by any lawful means, charges and assessments, pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges, if any, levied or imposed against the property of the corporation.

(5) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for the Newtown Estates, hereinafter called the "Declaration", filed or to be filed

in the Office of the Assistant Registrar of the Land Court, State of Hawaii, and as set forth in the successively numbered Amendments to the said Declaration which will be filed in the said Office of the Assistant Registrar of the Land Court of the State of Hawaii, and as further set forth in other amendments to the same as they will be made from time to time;

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the corporation shall not, except to an insubstantial degree, engage in an activities or exercise any powers that are not in furtherance of the specific or primary purposes of the corporation.

IV

MEMBERSHIP

The authorized number and qualifications of members of the corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the By-Laws, consistent with Chapter 416, Section 416-19 and Section 416-20, of the Hawaii Revised Statutes of the State of Hawaii.

V

DURATION

The duration of the corporation shall be perpetual.

VI OFFICERS

The officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as may be provided in the By-Laws. The Secretary and/or Treasurer may be an individual, firm or corporation. The offices of Secretary and Treasurer may be held by the same person. The officers shall be elected or appointed as provided in the By-Laws. The names and addresses of the initial officers are:

President:	Katsumi Kaneko	130 Puaiwa road Honolulu, Hawaii 96817
Vice-President:	Richard Fujiwara	224 Opihikao Way Hawaii Kai, Hawaii 96825
Secretary:	Thelma Kihano	1620 Hoopai Place Pearl City, Hawaii 96782
Treasurer:	Gary Chang	1314 Victoria Street Honolulu, Hawaii 96813

VII

BOARD OF DIRECTORS

There shall be a board of directors consisting of not less than three members. The following persons shall be the initial officers and directors, and shall hold office for the first year or until their successors are duly elected pursuant to the By-Laws of the corporation:

Office Held	Name	Residence Address
President & Director Honolulu, Hawaii 96817	Katsumi Kaneko	130 Puaiwa Road
Vice-President & Director Hawaii Kai, Hawaii 96825	Richard Fujiwara	224 Opihikao Way
Secretary & Director Pearl City, Hawaii 96782	Thelma Kihano	1620 Hoopai Place
Treasurer & Director Honolulu, Hawaii 96813	Gary Chang	1314 Victoria Street
Director Place Honolulu, Hawaii 96819	Kenneth Nakamura	1338 Moelola
Director Gulick Avenue Honolulu, Hawaii 96819	Lawrence Anami	1856
Director Street Honolulu, Hawaii 96819	Jack Uyeda	2203 Jennie

VIII
NON-PROFIT LAWS

The corporation is organized pursuant to Chapter 416, Section 416-19 and Section 416-20, of the Hawaii Revised Statutes of the State of Hawaii. The funds of the corporation, regardless of the source thereof, shall be used exclusively in the promotion of the business and purposes of the corporation in such manner as the Board of Directors may from time to time determine. No part of the net earnings, if any, of the corporation shall be distributed to or inure to the benefit of any of its members or to the benefit of any private individual.

IX
POWERS AUTHORIZED BY LAW

The corporation shall have all the powers provided by law, and not expressly denied by law or this Charter of Incorporation.

X
DISSOLUTION

The corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized solely for non-profit purposes. Upon the dissolution and winding up of the corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a non-profit organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the corporation; provided, however, that such non-profit organization shall qualify for exemption from the payment of federal income tax under the appropriate section of the Internal Revenue Code, as amended, from time to time. In no event shall any corporate assets inure to the benefit of any persons or individual or any members or directors of the corporation. The corporation is not organized for profit, it will not issue any stock, and no part of its assets, income, or earnings shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation.

XI
RIGHTS, POWERS AND DUTIES TO BE DESCRIBED IN THE BY-LAWS

The rights, powers and duties of the members of the corporation, the Board of Directors and the several officers shall be set forth in the By-Laws.

XII
LIABILITY

The property of the corporation shall alone be liable in law for the payment of its debts and the discharge of its obligations. Neither the members of the corporation nor the members of the Board of Directors nor any of the officers shall have any personal liability for the payment of such debts or the discharge of such obligations, except that every member of the corporation shall be subject to assessment for and on account of debts, expenses and obligations of the corporation as in the By-Laws provided.

XIII
BY-LAWS

The initial By-Laws of the corporation shall be adopted by the persons who signed the petition for a charter of incorporation, within thirty (30) days after the granting hereof. The By-Laws may be amended or repealed, and new By-Laws may be adopted in the manner provided in the By-Laws.

XIV
AMENDMENTS

This Charter of Incorporation may not be amended without the vote or written consent of members entitled to exercise such vote in accordance with the provisions of Section 416-23 of the Hawaii Revised Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Department of Regulatory Agencies, at Honolulu, this _____ day of _____, 1972.

Regulatory Agencies

Director of

BY-LAWS

OF

NEWTOWN ESTATES COMMUNITY ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is NEWTOWN ESTATES COMMUNITY ASSOCIATION, a Hawaii non-profit corporation, hereinafter referred to as the "Corporation."

The principal address of the Corporation shall be in Honolulu, City and County of Honolulu, State of Hawaii. The initial mailing address of the Corporation shall be 2024 North King Street, Honolulu, Hawaii.

ARTICLE II

Members of the Corporation

Section 1. Qualification; Proof of Status; Certificates.

(a) Each person, corporation or other legal entity who is, or such persons, corporations or other legal entities who are an "Owner" of any lot (within NEWTOWN ESTATES) as defined in the Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time (herein called the "Declaration"), shall be a member of the Corporation, and no person other than such an Owner may be a member of the Corporation.

(b) No person shall exercise the rights of membership in the Corporation until satisfactory proof has been furnished to the secretary of the Corporation that he is an Owner. Such proof may consist of a copy of a duly executed acknowledged and recorded deed or title, insurance policy or a Transfer Certificate of Title, showing said person to be the owner of a lot (within NEWTOWN ESTATES) as defined in the Declaration. Any such deed or policy shall be deemed conclusive in the absence of a conflicting claim based upon a later deed or policy, or a Transfer Certificate of Title.

(c) The Board of Directors of the Corporation may provide for the issuance of certificates evidencing membership in the Corporation which shall be in such

form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Corporation maintained by its secretary. If any certificate shall become lost, mutilated or destroyed a new certificate may be issued therefor upon such terms and conditions as the Board may direct.

Section 2. Voting Rights; Proxies.

(a) At any meeting of the members of the Corporation, each member shall be entitled to cast the number of votes to which he is entitled pursuant to the provisions set forth in the Charter of Incorporation of the Corporation.

(b) Any member may attend and vote at meetings in person, or by a proxy holder duly appointed by a written proxy signed by the member and filed with the secretary of the Corporation. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. It shall be deemed revoked when the secretary shall receive actual notice of the death or judicially declared incompetence of such member, or upon termination of such member's status as an Owner. Where two or more persons constitute a member, any proxy with respect to the vote of such member shall be signed by the member or members actually residing or occupying the Lot. All such persons may attend meetings, but no vote of such member shall be cast without the unanimous consent of all such member or members who actually reside or occupy the Lot present as a given meeting.

Section 3. Meetings; Notice; Quorum.

(a) An annual meeting of the members of the Corporation shall be held each year on such date and at such time and at such place in the City and County of Honolulu, State of Hawaii, as may be designated in the notice of annual meeting, for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting.

(b) Special meetings of the members of the Corporation may be held at such time and at such place in the City and County of Honolulu, State of Hawaii, and for such purposes as shall be specified in a call for any such meeting made by resolution of the Board of Directors or by a writing filed with the secretary signed by the president, or by a majority of the directors, or by ten percent in voting interest of the entire membership of the corporation.

(c) Except where and to the extent otherwise required by law, the Charter of Incorporation or the Declaration, notice of each meeting of the members of the

Corporation, specifying the day and time and place of the meeting and the purposes for which the meeting is called, and specifying whether it is an annual or special meeting, shall be given by or under direction of the secretary to each member of the Corporation at least two days before the date fixed for such meeting, by advising him in writing or by word or mouth of the meeting at his residence address as it appears on the books of the Corporation or his usual place of business, or by mailing written notice of the meeting postage prepaid addressed to him at his said residence address or usual place of business. In case of the death, absence, incapacity or refusal of the secretary, such notice may be given by a person designated either by the secretary or by the person or persons calling the meeting or by the Board of Directors. If notice is given pursuant to the

provisions of these By-Laws, nonreceipt of actual notice of any meeting by any member of the Corporation shall in no way invalidate the meeting or any proceedings taken or any business done at the meeting. No notice of any meeting need be given to any member of the Corporation who at the time of the meeting is absent from the State of Hawaii. Any member of the Corporation may waive notice of any meeting, with the same effect as though notice of the meeting had been given to him. The presence of any member of the Corporation at a meeting shall be the equivalent of a waiver by him of notice of the meeting.

(d) At any meeting of the members of the Corporation, the majority of each class present at the meeting duly called and held shall constitute a quorum, provided that not less than ten days notice was given of the meeting and Class A members entitled to cast not less than 50 votes, then those so present shall constitute a quorum, but whether a quorum be present or not, a majority vote of the members present may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting the concurring vote of members having a majority of the votes of the members constituting a quorum shall be valid and binding upon the Corporation except as otherwise provided by law, the Charter of Incorporation, the Declaration, or these By-Laws.

ARTICLE III

Board of Directors

Section 1. Number; Election; Tenure; Vacancies.

(a) There shall be a Board of Directors of the Corporation of not less than three nor more than nine members, and until the members of the Corporation shall otherwise determine, the Board of Directors shall consist of seven members. Subject to the foregoing limitations, the number of directors shall be fixed each year by the members of the Corporation at their annual meeting, provided that the number of directors may be decreased or increased subject to the foregoing limitations and if

increased the additional directors may be elected by the members at any special meeting called for such purpose.

(b) The directors shall be classified by dividing them into three classes, as follows: first class, Katsumi Kaneko and Richard Fujiwara; second class, Thelma Kihano and Gary Chang; third class, Kenneth Nakamura, Lawrence Anami and Jack Uyeda. The directors of the first class shall hold office until the first annual meeting of the members of the Corporation, at which time the successors of the first class of directors shall be elected for a term of three years. The directors of the second class shall hold office until the second annual meeting of the members of the Corporation; and the directors of the third class shall hold office until the third annual meeting of the members of the Corporation. At each annual election of directors, the successors to the class of directors whose terms shall expire in that year shall be elected directors for a term of three years, so that

the term of office of one class of directors shall expire each year, but each director of whatever class, shall hold office until his successor shall have been elected and shall qualify, or until his death or until he shall resign or shall have been removed in the manner herein provided. Except with respect to their respective terms of office, all directors shall have equal powers. In case of any increase in the number of directors, each class shall be respectively increased so that after any such increase, each class shall consist as nearly as possible of one-third of the members of the whole Board of Directors. In case of any decrease in the number of directors, each class shall be decreased so that after any such decrease, each class shall consist as nearly as possible of one-third of the members of the whole Board of Directors. Nothing contained herein shall be deemed to restrict the power of the members or of the Board of Directors to remove a director for cause.

(c) Vacancies on the Board may be filled by a majority of the remaining directors though less than a quorum, and each director so elected shall hold office until his successor is elected by the members. Upon tender of a resignation by a director, the Board shall have the power to elect his successor to take office at such time as the resignation becomes effective.

Section 2. Meetings; Notice; Quorum.

(a) An annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Corporation and at the place of such annual meeting, without call or formal notice. Regular meetings of the Board of Directors, other than annual meetings, shall be held on such day or days and at such time or times and at such place or places in the City and County of Honolulu, State of Hawaii, as shall be determined from time to time by the Board of Directors, and when any such meeting or meetings shall be so determined no further notice thereof shall be required.

Special meetings of the Board of Directors may be called by any officer of the Corporation or by any three members of the Board of Directors, and any such meeting shall be held on such day, at such time and at such place in the City and County of Honolulu, State of Hawaii, as shall be specified by the person or persons calling the meeting.

(b) Notice of each special meeting of the Board of Directors, specifying the day and time and place of the meeting shall be given by or under direction of the secretary or by a person calling the meeting to each member of the Board of Directors, by advising him in writing or by word of mouth of the meeting, or by leaving written or oral notice of the meeting at his residence or usual place of business, or by mailing written notice of the meeting postage prepaid addressed to him at his residence or usual place of business. Nonreceipt of notice of any meeting by any member of the Board of Directors shall not invalidate the meeting or any proceedings taken or any business done at the meeting. No notice of any meeting need be given to any member of the Board of Directors who at the time of the meeting is absent from the State of Hawaii. Any member of the Board of Directors may waive notice of any meeting either prior to or at or after the meeting, with the same effect as though notice of the meeting has been given to him. The

presence of any member of the Board of Directors at a meeting shall be the equivalent of a waiver by him of notice of the meeting.

(c) A majority of the members of the Board of Directors shall constitute a quorum for the conduct of the business at any meeting, and any decision of a majority of such quorum, within the scope of the authority of the Board of Directors, shall be valid and binding on the Corporation. Any business within the scope of the authority of the Board of Directors may be transacted at any meeting thereof, irrespective of any specification of the business to be conducted at the meeting which may be set forth in the call or notice thereof.

Section 3. General Powers. The property, business and affairs of the Corporation shall be managed and controlled by the Board of Directors, which shall have and may exercise all of the powers of the Corporation, including, without limitation, all of the powers of the Corporation as set forth in the Declaration, except such as are expressly reserved to or may from time to time be conferred upon the members by law, by the Charter of Incorporation, by the Declaration or by these By-Laws. The Board of Directors may, by resolution or resolutions passed by a majority of the whole board, create and appoint one or more committees, each committee to consist of two or more of the directors of the Corporation which, to the extent provided in said resolution or resolutions or in other provisions of these By-Laws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. The

Board of Directors, shall, by a resolution or resolutions passed by a majority of the whole board, appoint the member or members of the Architectural Committee which are to be appointed by the Corporation and by a resolution or resolutions so passed may remove such member or members, all as set forth in Article IV of the Declaration.

ARTICLE IV

OFFICERS AND AGENTS

Section 1. Resignation; Duties.

(a) The officers of the Corporation shall be a president, one or more vice presidents, a secretary and a treasurer, who shall be appointed by the Board of Directors, and who shall hold office until their successors are appointed and qualified. The Corporation may have such other officers, agents and factors as may be deemed necessary, who shall be appointed in such manner, hold their offices for such terms, and have such authority and duties as may be determined by the Board of Directors. So far as is permitted by law, any two offices may be held by the same person. In addition to the duties and powers herein set forth, each officer shall have such duties and powers as are commonly incident to his office and such duties and powers as the Board of Directors shall from time to time designate. In all cases where

the duties of any officer, agent, or employee are not specifically prescribed by the By-Laws or by the Board of Directors, such officer, agent or employee shall obey the orders and instructions of the president.

(b) President. Subject to the control of the Board of Directors, the president shall be the chief executive officer of the Corporation and shall exercise general supervision and direction over the management and conduct of the affairs and business of the Corporation. Unless the Board of Directors otherwise directs, he shall preside at all meetings of the members and of the Board of Directors at which he is present.

(c) Vice President. The vice president, or if more than one shall have been appointed, the vice presidents in order of priority of appointment, shall assume and perform the duties of the president in the absence or disability of the president or whenever the office of president is vacant. Each vice president shall have such other powers and duties as may be given to hem by law or in these By-Laws and as may be assigned to hem from time to time by the Board of Directors or by the president.

(d) Secretary. The secretary shall have charge of the membership ledger, all documents pertaining to the title to all real property owned or held by the Corporation, and all rules, regulations and other documents required to be filed with the Corporation or in the office of the Corporation by the Declaration, an original or duplicate of each of which shall at all times during the usual hours of business be open to the examination of

every member of the principal office or place of business of the Corporation in Honolulu, Hawaii. The secretary shall record all proceedings of the meetings of the members and directors in a book which shall be the property of the Corporation, to be kept for that purpose at the office of the Corporation in Honolulu, Hawaii, and perform such other duties as shall be assigned to him. In the absence of the secretary from any such meeting, a temporary secretary shall be chosen who shall record the proceedings of such meeting in the aforesaid book.

(e) Treasurer. Subject to the direction and under the supervision of the Board of Directors, and the provisions of the foregoing paragraph, the treasurer shall have the care and custody of the funds and valuable papers of the Corporation, shall have power to endorse for deposit or collection all notes, checks, drafts and other obligations for the payment of money to the Corporation or its order, and shall keep or cause to be kept accurate financial books and accounts of the Corporation and to render statements of the same in such form and as often as required by the Board of Directors.

Section 2. Removals; Resignations; Vacancies. The Board of Directors may at any meeting called for that purpose, by vote of a majority of their entire number, remove from office any officer of the Corporation, for or without cause. The Board of Directors may at any meeting, by vote of a majority of the directors present at such meeting, accept the resignation of any officer or director of the Corporation, or remove or accept the resignation of any agent or factor or any member of any committee appointed

by the Board of Directors or by any committee appointed by the Board of Directors, or by any officer, agent or factor of the Corporation. Any vacancy occurring in the office of president, vice president, secretary, treasurer or any other office shall be filled by the Board of Directors, and the officers so chosen shall hold office for the unexpired term in respect of which the vacancy occurred and until their successors shall be duly elected and qualified.

ARTICLE V

EXECUTION OF INSTRUMENTS

Section 1. Persons Authorized. Except in the case of a contract for compensation of the president or the treasurer, in which case the Board of Directors may authorize one or more of its number or one or more officers to subordinate officers to execute the same, all checks, notes, bonds, deeds, leases, contracts or other documents or instruments shall be executed by any two of the following officers: the president, a vice president, the treasurer and the secretary. The members of the Corporation or the Board of Directors, by general or special resolution may designate some other officer to join with one of the foregoing officers in place of the second officer in the execution of any such documents or instruments.

ARTICLE VI

SEAL

Section 1. Seal. The Corporation may adopt and use a corporate seal and it shall be in such form and device as shall from time to time be determined by the members of the Corporation.

ARTICLE VII

ADOPTION, AMENDMENT AND REPEAL

Section 1. Vote Required. The By-Laws may be amended or repealed and new By-Laws may be adopted, by action of not less than a seventy-five percent (75%) voting interest of each class of members at a meeting of the members of the Corporation duly called and held, the notice of which shall have stated that a purpose of the meeting is to consider the adoption, amendment or repeal of the By-Laws and the general nature of the same.

These By-Laws are hereby adopted this _____ day of _____,
1972, in Honolulu, Hawaii.

_____, secretary of NEWTOWN
ESTATES COMMUNITY ASSOCIATION, a Hawaii non-profit corporation, hereby
certifies that the foregoing is a true copy of the By-Laws of said Corporation, and that
said By-Laws were

adopted on the _____ day of _____, 1972 and are still in force and effect.

Witness the hand of the undersigned this _____, 1972.
