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STATE OF HAWAII
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The original of this document was
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DOCUMENT NO. - Doc 3787689
DATE/TIME - CTN 154,928
SEP 09, 2008 11:00 AM

THE ORIGINAL OF THE DOCUMENT
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STATE OF HAWAII
BUREAU OF CONVEYANCES
DOCUMENT NO. -
DATE-TIME - Doc 2008-141676
SEP 09, 2008 11:00 AM

LAND COURT SYSTEM

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TOTAL NUMBER OF PAGES: 7

TITLE OF DOCUMENT:

**TWENTY-SECOND AMENDMENT OF THE MAUNA LANI RESORT
ASSOCIATION DECLARATION OF COVENANTS AND RESTRICTIONS**

PARTIES TO DOCUMENT:

ASSOCIATION: MAUNA LANI RESORT ASSOCIATION, a Hawaii nonprofit corporation, whose
mailing address is 68-150 Ho'ohana Street, Kohala Coast, Hawaii 96743

SVQ:sw/MLRA/22nd Amend Decl/8/7/08

**TWENTY-SECOND AMENDMENT OF THE MAUNA LANI RESORT
ASSOCIATION DECLARATION OF COVENANTS AND RESTRICTIONS**

WHEREAS, the Mauna Lani Resort Association (hereinafter referred to as the "Association") Declaration of Covenants and Restrictions (hereinafter referred to as the "Declaration") made on June 3, 1982 was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (hereinafter referred to as "Land Court") as Document No. 1120889 and noted on Transfer Certificate of Title No. 154,928 and also recorded in the Bureau of Conveyances of the State of Hawaii (hereinafter referred to as the "Bureau" in Liber 16425 at Page 203; and

WHEREAS, the Declaration was amended by instruments (i) filed in said Land Court as Document No. 1121081 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 16428 at Page 456; (ii) filed in said Land Court as Document No. 1129996 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 16545 at Page 345; (iii) filed in said Land Court as Document No. 1380755 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 19613 at Page 236; (iv) filed in said Land Court as Document No. 1432988 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 20284 at Page 384; (v) filed in said Land Court as Document No. 1507024 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 21287 at Page 398; (vi) filed in said Land Court as Document No. 1560401 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau in Liber 22084 at Page 131; (vii) filed in said Land Court as Document No. 1832379 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau as Document No. 91-089395; (viii) filed in said Land Court as Document No. 2109682 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau as Document No. 94-009533; (ix) filed in said Land Court as Document No. 2281205 and noted on Transfer Certificate of Title No. 154,928 and also recorded in said Bureau as Document No. 95-168247; (x) filed in said Land Court as Document No. 2537869 and noted on Transfer Certificate of Title No. 154,928, and recorded in said Bureau as Document No. 98-155464; (xi) filed in said Land Court as Document No. 2541614 and noted on Transfer Certificate of Title No. 506,553, and recorded in said Bureau as Document No. 99-070732; (xii) filed in said Land Court as Document No. 2597831 and noted on Transfer Certificate of Title No. 154,928, and recorded in said Bureau as Document No. 99-204463; (xiii) recorded in said Bureau as Document No. 2002-101491; (xiv) recorded in said Bureau as Document No. 2003-090769; (xv) filed in said Land Court as Document No. 3228828 and noted on Transfer Certificate of Title No. 154,928 and recorded in said Bureau as Document No. 2005-026122; (xvi) recorded in said Bureau as Document No. 2004-044458; (xvii) recorded in said Bureau as Document No. 2004-262092; (xviii) recorded in said Bureau as Document No. 2005-006575; (xix) filed in said Land Court as Document No. 3242340 and noted on Transfer Certificate of Title No. 154,928 and recorded in said Bureau as Document No. 2005-053150 ("Correction"); (xx) recorded in said Bureau as Document No. 2006-132711; (xxi) filed in said Land Court as Document No. 3531826 and noted on Transfer Certificate of Title No. 506,334 and recorded in said Bureau as Document No. 2006-235862; and (xxii) filed in said Land Court as Document No. 3531827 and noted on Transfer Certificate of Title No. 506,334 and recorded in said Bureau as Document No. 2006-235863; and

WHEREAS, pursuant to Section 1(b) of Article VI of the Declaration, as amended, the Declaration may, at any time, be repealed or amended, in whole or in part, by (a) a majority vote of the Board

of Directors of the Association and (b) the affirmative vote or written consent of (i) sixty-six and two-thirds percent (66 2/3%) of all Voting Rights of the Association and (ii) a bare majority of the votes of the Residential Owners, said Amendment to be effective when the Secretary of the Association has recorded a certificate setting forth in full the amendment or amendments to the Declaration so approved and specifically identifying any portion or portions thereof repealed, and certifying that said amendments or repealed portions have been approved by vote or written consent of the Owners pursuant to Section 1(b) of Article VI of the Declaration, provided, however, that no such amendment shall be effective until the Board has received an opinion from Declarant's legal counsel to the effect that such amendment does not conflict with, contravene, improperly amend any of the terms, or is otherwise inconsistent with any public report, permit or similar authorization to sell, or application, received by or submitted by Declarant from or to any administrative agency of any state, territory, possession of the United States of America or foreign country; and

WHEREAS, a majority of the Board of Directors of the Association and not less than (i) sixty-six and two-thirds percent (66 2/3%) of all Voting Rights of the Association and (ii) a bare majority of the votes of the Residential Owners have approved amendments to the Declaration to (a) amend Section 4(a) of Article V, (b) amend Section 4(e) of Article V, and (c) amend Section 1 of Article VI of the Declaration in the manner set forth in Exhibit A attached hereto; and


WHEREAS, the Board has received an opinion from the Declarant's legal counsel to the effect that such amendment does not conflict with, contravene, improperly amend any of the terms, or is otherwise inconsistent with any public report, permit or similar authorization to sell, or application, received by or submitted by Declarant from or to any administrative agency of any state, territory, possession of the United States of America or foreign country;

NOW, THEREFORE, pursuant to Section 1(b) of Article VI of the Declaration, the undersigned, being the Secretary of the Mauna Lani Resort Association, does hereby certify that Section 4(a) of Article V, Section 4(e) of Article V and Section 1 of Article VI of the Declaration have been amended in the manner set forth in Exhibit A attached hereto by a majority of the Board of Directors of the Association and the written consent of not less than (i) sixty-six and two-thirds percent (66 2/3%) of all Voting Rights of the Association and (ii) a bare majority of the votes of the Residential Owners.

In all other respects and for every purpose, the terms and conditions of the Declaration, as hereinbefore and hereinabove amended, remain in full force and effect.

IN WITNESS WHEREOF, this instrument was executed the 3rd day of September, 2008.

MAUNA LANI RESORT ASSOCIATION, a Hawaii
nonprofit corporation

By  _____
Ian Pullan, Secretary

STATE OF HAWAII

)
) ss.
)

COUNTY OF HAWAII

On this 3rd day of September, 2008, before me personally appeared **Ian Pullan**, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and, if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Sheri L. Rapoza

Print Name: Sheri L. Rapoza

Notary Public, State of Hawaii

My commission expires: March 5, 2010

Doc. Date: <u>9/3/08</u>	#Pages: <u>7</u>
Name: <u>Sheri L. Rapoza</u>	<u>Third</u> Circuit
Doc. Description: <u>22nd Amendment</u> <u>of the Mauna Lani Resort</u> <u>Association DC&R's</u>	
<i>Sheri L. Rapoza</i> Notary Signature	
NOTARY CERTIFICATION	

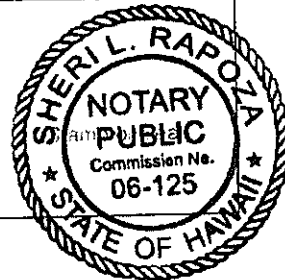


EXHIBIT A

**AMENDMENTS OF THE
MAUNA LANI RESORT ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS**

I. **Section 4(a) of Article V** of the Declaration of Covenants & Restrictions of the Mauna Lani Resort Association shall be amended in its entirety to read as follows:

(a) Organization. A Community Design Committee is hereby created.

(1) The Committee shall consist of five (5) members. Each of said persons shall hold his office until such time as he has resigned, has been removed, or his successor has been appointed.

(2) Until but not including the date of the first annual meeting after December 31, 2007, the Board shall be entitled to appoint two (2) members of the Committee, and Declarant shall be entitled to appoint three (3) members of the Committee. From and after the date of the first annual meeting after December 31, 2007, the Board shall be entitled to appoint all of the members of the Committee, at least two (2) of whom shall be Residential Owners.

(3) Any members appointed by the Board shall serve and may be removed and replaced in the sole discretion of the Board. Except as otherwise provided in this Declaration, members of the Committee who are appointed by the Board are not required to be Owners of Lots.

(4) Any members appointed by Declarant shall serve and may be removed and replaced in the sole discretion of Declarant. Members of the Committee who are appointed by Declarant are not required to be Owners of Lots.

(5) Any member of the Committee may at any time resign from the Committee by giving written notice thereof to Declarant, if Declarant has the right to appoint a successor to such member, or, if Declarant does not have the right to appoint the successor to such member, by giving written notice thereof to the Board.

(6) The Board may hire and engage the services of administrative personnel to assist the Committee in carrying out its responsibilities and duties as set forth herein.

II. **Section 4(e) of Article V** of the Declaration of Covenants & Restrictions of the Mauna Lani Resort Association shall be amended in its entirety to read as follows:

(e) Mauna Lani Design Review Board. Until but not including the date of the first annual meeting after December 31, 2007, the Mauna Lani Design Review Board shall be comprised of the Chairman and Vice Chairman of the Board of Directors of Mauna Lani Service, Inc. and the Chairman of the Community Design Committee, or their respective designees. From and after the date of the first annual meeting after December 31, 2007, the Board shall be entitled to appoint two (2) members of the Mauna Lani Design Review Board, and the third member shall be the Chairman of the Committee. The Mauna Lani Design Review Board, at its sole discretion, may reconsider any decision of the Committee which denies any major improvement or alteration proposal and may reverse the decision of the Committee.

III. **Section 1 of Article VI** of the Declaration of Covenants & Restrictions of the Mauna Lani Resort Association shall be amended in its entirety to read as follows:

Section 1. Amendment. The Mauna Lani Resort Restrictions may, at any time, be repealed or amended, including an amendment to release any part, parts or all of the Annexation Property from the limitations, restrictions, covenants and conditions contained herein, by (a) approval of Declarant, (b) approval of a majority vote of the Board, and (c) approval by written consent or at a meeting of the Association duly called, of (i) sixty-six and two-thirds percent (66 2/3%) of all Voting Rights of the Association, and (ii) a bare majority of the votes of the Residential Owners, of the proposed amendment or amendments or the repeal in whole or in part of the Declaration. Declarant's approval shall not be required (i) for any amendment that does not affect Declarant's rights under this Declaration, or (ii) for any amendment (except for an amendment to Article VI, Section 10) after the earlier of December 31, 2008, and the transfer of all of the Common Property from Declarant to the Association. The approval of Declarant, and any Co-Declarant who is entitled to the benefit of Article VI, Section 10, shall be required for any amendment of Article VI, Section 10, regardless of when such amendment is proposed. The notice of the meeting shall state that the purpose of the meeting is to consider the amendment or repeal of the Mauna Lani Resort Restrictions, giving the substance of any proposed amendments or indicating the provisions to be repealed, as the case may be; provided, however, that no such amendment shall be effective until the Secretary of the Association has recorded a certificate setting forth in full the amendment or amendments to the Mauna Lani Resort Restrictions so

approved and specifically identifying any portion or portions thereof repealed, and certifying that said amendments or repealed portions have been approved pursuant to this section. Declarant at any time may relinquish its right to approve amendments to this Declaration by providing written notice to the Board of Declarant's intent to relinquish said right.

AssnDocs/22nd Amend Decl EXHIBIT A.doc